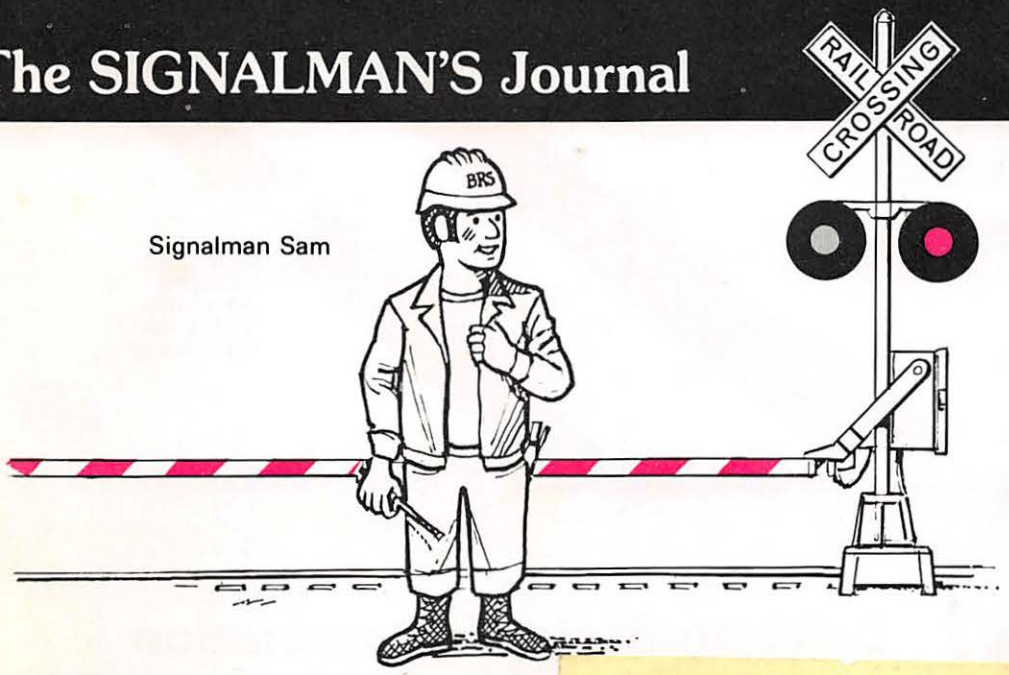
The SIGNALMAN'S Journal



Signalman Sam

Signal training has made great gains since Canadian National began formal courses in the early 50's. CN school at Winnipeg (above) teaches signalmen to be electronic technicians. Brotherhood of Railroad Signalmen has signal training agreements with 27 railroads.

March 1978

DALAVE G GABRIEL 102
63 MARK TWAIN DRIVE
TRENTON NJ 08690
10211E

Safetran

ALUMINUM/FIBERGLASS "COMBO" GATE ARMS

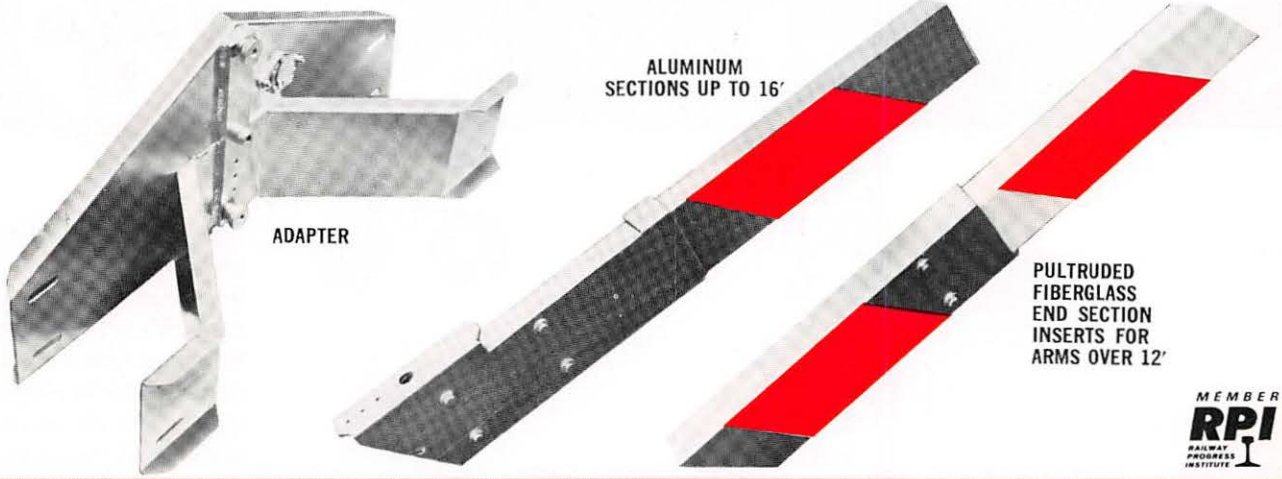
NEW!
HIGH STRENGTH
ALUMINUM/
FIBERGLASS
WITH LONG
ADAPTER SLEEVE

They're doubly tough, lightweight (approximately one-half the weight of wood arms), fully telescoping, and one man can easily install. Safetrans' new "Combo" breakaway arm provides greater strength than previous arms.

New breakaway adaptor and rugged aluminum base section provides additional strength against damage that may be caused when auto strikes or runs over the arm.

End section is always fiberglass to prevent arm from short circuiting overhead wires.

076555-X GATE ARM ASSEMBLY



MEMBER RPI RAILWAY PROGRESS INSTITUTE

U.S. Pat. No. 3,394,498, British Pat. No. 1,215,331, Canadian Pat. No. 805,420, French Pat. No. 1,565,894 and other Foreign Pats. Pending.

Safetran Systems Corporation

7721 NATIONAL TURNPIKE • LOUISVILLE, KY. 40214 • (502) 361-1691

7655 9-77

Volume 59 No. 2 March 1978

ROBERT W. McKNIGHT
Editor & Manager
601 West Golf Road
Mount Prospect, Illinois 60056
312-439-3732

POSTMASTERS' NOTE: Please report all undeliverable magazines to The Signalman's Journal, 601 W. Golf Rd., Mt. Prospect, IL 60056 on Form 3579. Subscription rates: $5 per year. Single Copy 50¢.

ADDRESS CHANGE: BofRS members or other subscribers should promptly advise the editorial office, 601 W. Golf Rd., Mt. Prospect, IL 60056 if this magazine is coming incorrectly addressed or if they change their address. Please allow six weeks for change of address to take effect.

The Signalman's Journal is printed monthly (except for bimonthly issues January/February and July/August) at 213 W. Madison St., Waterloo, WI 53594 by the Brotherhood of Railroad Signalmen. Second class postage paid at Mount Prospect, Illinois and additional mailing offices. Publication No. 496180.

Copyright© 1978 Brotherhood of Railroad Signalmen

The SIGNALMAN'S Journal

OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

5 News

9 Signal training programs make progress

16 Signalman's Worksheet: Block Signaling Adjuncts

18 Tale of the Rails: Be conscious of safety

20 FRA amends its Hours of Safety regulations

22 Signal violations claims double

24 Eligibility of retirees reported by W.D. Best

29 News About Members

33 Obituaries

34 New From Canada: Commons discusses Via Rail

39 Bates' Commentary: Wage & fringe negotiations

GRAND LODGE DIRECTORY

R.T. BATES, **President,** 601 W. Golf Rd., Mt. Prospect, IL 60056
W.D. BEST, **Secretary-Treasurer,** 601 W. Golf Rd., Mt. Prospect, IL 60056
JESSE CLARK, **President Emeritus,** 908 S. Park Dr., Terre Haute, IN 47802

VICE-PRESIDENTS

W.W. ALTUS, Jr., 220 S. State St., Chicago, IL 60604 312-939-7140
J.T. BASS, Suite 520, 1780 S. Bellaire, Denver, CO 80222 303-759-5944
C.S. CHANDLER, P.O. Box 677, Eddyville, KY 42038 502-388-2492
M.B. FRYE, 601 W. Golf Rd., Mt. Prospect, IL 60056
W.B. HARWELL, Jr., 601 W. Golf Rd., Mt. Prospect, IL 60056
J.E. PLATT, Suite 323, 1396 Ste. Catherine St. W., Montreal, Que. H3G 1P9 514-861-3712
J.W. WALSH, Suite 800, 400 First St., NW, Washington, DC 20001 202-628-5935

BOARD OF TRUSTEES

B.E. BRITCHER, **Chairman,** #3 Bldg., Suite 334, 2001 N. Front St., Harrisburg, PA 17102
G.A. HARRINGTON, **Secretary,** P.O. Box 489, Cheraw, SC 29520
A.G. CUNNINGHAM, **Member,** Suite 323, 1396 Ste. Catherine St. W., Montreal, Que. H3G 1P9 514-861-9959

GRAND LODGE REPRESENTATIVES

W.W. LAUER, 601 W.Golf Rd., Mt. Prospect, IL 60056
R.R. MITCHELL, Rm. 607, 191 Lombard Ave., Winnipeg, Man. R3B 0X1 204-943-0252

DIRECTOR OF RESEARCH

J.E. HANSEN, 601 W. Golf Rd., Mt. Prospect, IL 60056

Signalman's Store

ORDER FORM

Please send me the following:

Item		Quantity Ordered	Price Each	Total $
Cloth Emblems			$1.50	
Coasters:	black and gold		.20	
	red and green		.25	
Playing Card Decks			3.00	
Golf Caps:	__ Red __ Bk __ Wh __ Sm __ M __ Lg		4.50	
Signalman's Training Course	8-Volume Set		18.00	
	Volume 1		2.50	
	Volume 2		2.50	
	Volume 3		2.50	
	Volume 4		2.50	
	Volume 5		2.50	
	Volume 6		2.50	
	Volume 7		2.50	
	Volume 8		2.50	
Decals:	3-inch		.15	
	4-inch		.15	
Lapel Pin:	colorlight signal		1.50	
	BofRS		2.00	
Windbreakers	Small		12.00	
	Medium		12.00	
	Large		12.00	
History of the BofRS			9.95	
Master Nat'l. Agreement Bk.			7.95	
General Chairman and Local Chairman's Manual			3.00	
TOTAL AMOUNT ENCLOSED				

Minimum order accepted is $5.00

Make check or money order payable to:
BROTHERHOOD OF RAILROAD SIGNALMEN

Send payment and order to:
BROTHERHOOD OF RAILROAD SIGNALMEN
601 West Golf Road
Mount Prospect, Illinois 60056

NAME _____

LOCAL NO. _____

ADDRESS _____

CITY _____

STATE (PROVINCE) _____

ZIP CODE _____

CLOTH EMBLEM with BofRS in white letters on red border, two locomotives, and green over red searchlight signal.

COASTERS with BofRS emblem come in black and gold or in red, white and green; 3-inch diameter.

PLAYING CARDS with BofRS emblem are now available. These high quality cards come in the conventional bridge decks, including jokers. Cards and emblems are in color.

GOLF CAPS with BofRS in color are available in small, medium or large with adjustable head band. These lightweight net caps come in red, black or white.

The eight-volume **SIGNALMAN'S TRAINING COURSE** covers the following subjects:

1. Electricity, circuit symbols and nomenclature
2. Signal symbols and nomenclature
3. Automatic block signaling, time code control, electronics
4. Traffic control systems and power switch machines
5. Highway grade crossing warning systems, FRA RS&I tests
6. Remote control and automatic interlockings
7. Ctc machines and their operation
8. Maintenance of signal equipment

SIGNALMEN'S DECAL has adhesive backing so it can be applied to glass, leather, metal, etc. for BofRS identification on car windows, bumpers, luggage, hard hats, etc. The emblem is 4-inches or 3-inches in diameter. It has a red border with white letters. The signal displays green over red.

Metal **COLORLIGHT SIGNAL LAPEL PIN** 1/2-inch in diameter with signal showing green over yellow over red on white enamel background. Signal and pin outlined in gold.

BofRS **LAPEL PIN** identical to decal except letters and outline are in gold.

Red nylon **WINDBREAKERS** with elastic sleeve ends that fit tight to the wrists and with a drawstring at the bottom to pull tight to the waist come in three sizes: small (36-38); medium (40-42); and large (44-46). Two slash pockets and a cloth BofRS patch on the left front complete these men's jackets. The windbreaker is machine or hand washable in warm water.

A **HISTORY OF THE BROTHERHOOD OF RAILROAD SIGNALMEN** has been written by the late A. E. Lyon, president emeritus, which covers the 75 years of the Brotherhood since its founding in 1901.

MASTER NATIONAL AGREEMENT BOOK has the basic provisions of national agreements negotiated with U.S. railroads and the BofRS. They are contained in a loose-leaf binder with 2-inch rings so there is room for additional material, such as local agreements. The 23 sections are:

A Summary of wage changes
B Summary of other benefits
C Washington job protection agreement of 1936
D Vacations
E Union shop agreement
F Holidays
G Claim and grievance handling
H Health and welfare
I Force reductions
J Employment security
K Travel time and away-from-home expenses
L Off-track vehicle accidents
M Jury duty
Mc Current agreement
N Overtime
O Camp cars
P Apprentice programs
Q Change of residence
R Earnings deduction in discipline cases
S Supplemental sickness benefits
T Union dues checkoff
U Amtrak C-1, C-2
V Seniority modification agreement

News

BofRS asks for mediation in contract dispute

Brotherhood of Railroad Signalmen have invoked the service of the National Mediation Board in an effort to resolve differences between the Signalmen and the National Railway Labor Conference representing the nation's railroads. "Negotiations have reached an impasse," reports BofRS President R. T. Bates, in asking for NMB services, under procedures of the Railway Labor Act.

The Signalmen are asking for mediation concerning three Section 6 Notices served on the carriers: the wage and fringe benefit notice of January 10, 1977; the health notices of February 15, 1977 covering hospital, surgical, medical and dental benefits; and the August 15, 1977 supplemental notice covering the National Health and Welfare Agreement and the National Dental Agreement.

Washington Report: Help for Midwest railroads?

By R. E. Porter

Will ailing Midwest railroads be put through the wringer? That was the question stirring labor, management, government and other circles on the heels of the Milwaukee Railroad's slippage into bankruptcy.

The question took on extra urgency because the Milwaukee became the second Midwestern railroad to take the bankruptcy route. The Rock Island preceded it. And there was talk that several other carriers in the region are shaky.

What to do about the situation has drawn differing reactions. The problem was aired at a hearing held by the House Transportation subcommittee and at a big conference in Chicago called by the Department of Transportation.

At both affairs, railroads competing with the Milwaukee and the Rock called, in effect, for carving up those two roads as "excess" and letting other lines pick up the pieces. Chiefs of the Union Pacific, Burlington Northern and Santa Fe were among those making such proposals. Government spokesmen took almost the same position.

Secretary of Transportation Brock Adams was particularly insistent about "reducing little-used rail lines and excess facilities." If railroads themselves don't do that, he made it clear, the government will use its power and money to bring about such restructuring.

Adams declared that the government would not propose a "Conrail West" to solve the problem. It is, he said, prepared to use provisions of the Railroad Revitalization and Regulatory Reform Act (The 4-R Act) to spur the kind of restructuring he has in mind—a restructuring that would drastically reduce the railroad mileage operated in the Midwest, and seriously affect rail jobs.

He suggested that "much of the extra track and facilities can be eliminated without ending service to important shipping points." He said that railroads could "swap markets, jointly use facilities, and abandon lines", and that some of the lines "could be bought by stronger carriers."

Moreover, Adams indicated the government might be ready to let bankrupt lines shut down if they can't stay in operation without government financial help.

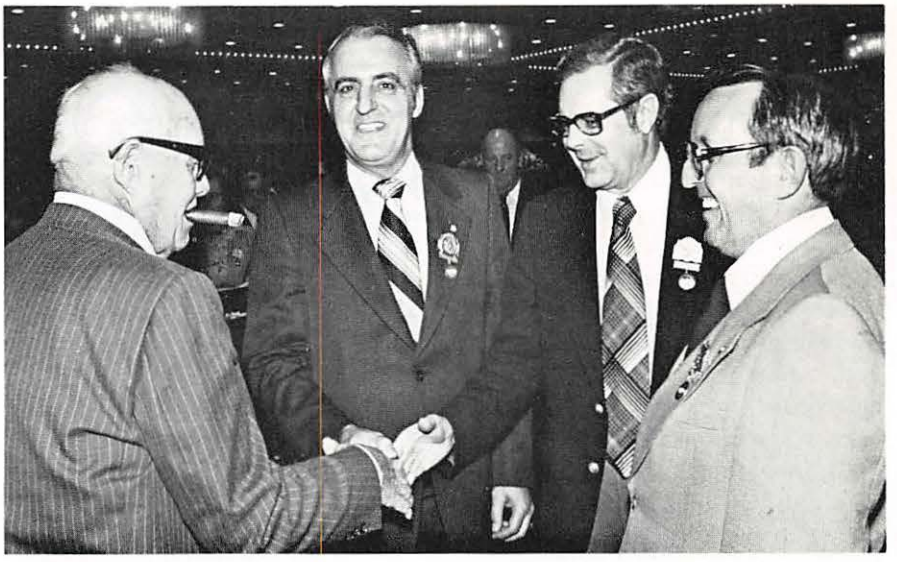
Rail unions took quite a different stand, both at the congressional hearing and at the Chicago conference.

At the latter, testifying for the Railway Labor Executives' Association, President Al H. Chesser of the United Transportation Union made it clear that rail labor will strongly oppose having this Administration adopt the course advocated by former Secretary of Transportation William Coleman under the previous Administration.

Coleman's aim, Chesser recalled, was to reduce the U.S. rail network "to a few East-West and North-South main lines." Coleman was rebuffed by Congress in his efforts, and Chesser contended that Congress gave no mandate to the present DOT to ape Coleman's rejected policies.

"It is unfortunate," he declared," that the present Administration appears to be pursuing the same downhill philosophy which brought the railroad industry to its present plight."

Chesser asserted that "if the energies and expertise of the Department of Transportation and the rail-



Meany meets Signalmen: George Meany (left) president AFL-CIO, greets R. T. Bates, BofRS president, and John T. Bass, vice president, at the winter convention of the AFL-CIO. Also greeting Meany is W. D. Best (right), BofRS secretary-treasurer.

road industry were concentrated as much on increasing revenues as they have been on cutting costs, the present economic problems of the industry would be solved."

"So long as the Department follows the basic cost-cutting philosophy of the past," he continued, "this industry will not be revitalized as the 4-R Act proclaims in its title, but will dwindle into insignificance and disappear as a private enterprise."

He warned, too, that "destruction of branch lines, secondary main lines—and main lines, as well, where there may be two or more such lines between two given points—is an irresponsible waste" of resources. Also, since railroads are "the most fuel-efficient means of transportation", their decimation would be destructive of U.S. policy of conserving energy, Chesser asserted.

As the nation grows, demands on transportation will increase, so it would be shortsighted, he stressed, to whittle down the railroads on which the country's future will depend.

Chesser deplored what he saw as the DOT approach—namely, "abandon, consolidate, cut costs, shrink" the railroads until they disappear as "a private enterprise, essential transport system."

He made it clear that the RLEA will "have no part" of such an approach, but it will give "vigorous support" to the DOT if it decides to "assist in the positive development of our rail network."

Earlier, similar testimony for the RLEA was given by Attorney William G. Mahoney at the hearing held by the House Transportation subcommittee headed by Rep. Fred Rooney D., Pa.). Mahoney emphasized that the many employes on the Milwaukee and the Rock Island, and other railroads similarly situated, "are confronted by perilous situations which they cannot overcome without substantial government assistance."

"These railroads are far too important to the present and future economic needs of this country," he said, "to be permitted to cease to operate. They should not be broken up and parcelled out to their competitors."

C. J. Chamberlain (left), labor member, Railroad Retirement Board and former president, Brotherhood of Railroad Signalmen, congratulates John F. Peterpaul, vice president, International Association of Machinists & Aerospace Workers, on his election to succeed Chamberlain as chairman, Railway Labor Executives' Association.

Meantime, Rep. Rooney told newsmen he's "very disturbed" over reports that Adams may permit bankrupt railroads to shut down rather than have them shored up with government financial aid.

Specifically, Rooney said he'd press for whatever aid is needed to keep the Milwaukee going until a reorganization plan can be worked out. (The Rock Island is attempting to work out such a plan).

As evidence of the need for the Milwaukee Road, Rooney pointed out that "Large segments of Wisconsin are served only by the Milwaukee" and he said Congress would not permit communities served by that road to be abandoned.

William J. Quinn, chief executive officer of the Milwaukee, said his company had "knocked on all doors" in Washington seeking substantial financial help under the 4-R Act, without success, thus leaving the Milwaukee with no alternative but to file for bankruptcy.

He voiced confidence that the trustee named by the federal court to supervise the Milwaukee's bankruptcy would not countenance a shutdown of the line. The trustee is Stanley Hillman, former chairman of the Illinois Central Gulf Railroad. Quinn also told employes of the Milwaukee to regard the bankruptcy move "not as defeat, but as a new beginning.

Administration policies with respect to the railroads have drawn some fire from business circles, as well. For example, the magazine Business Week bluntly declared that "the trouble facing many Midwestern railroads is due in no small measure to the failure of officials at the Federal Railroad Administration (part of the DOT) to follow the game plan that Congress worked out two years ago."

"In the face of new railroad failures, with others likely to follow, FRA officials should start obeying the law," Business Week said in an editorial. "In 1976 Congress passed a law providing $1.6 billion in federal funds to enable railroads (except for those in the Conrail system that were dealt with separately) to buy rolling stock and rebuild deteriorating tracks."

"To date, the FRA has allocated only $75 million of this money, and most of that went to lines that needed it least rather than to those that needed it most," Business Week pointed out.

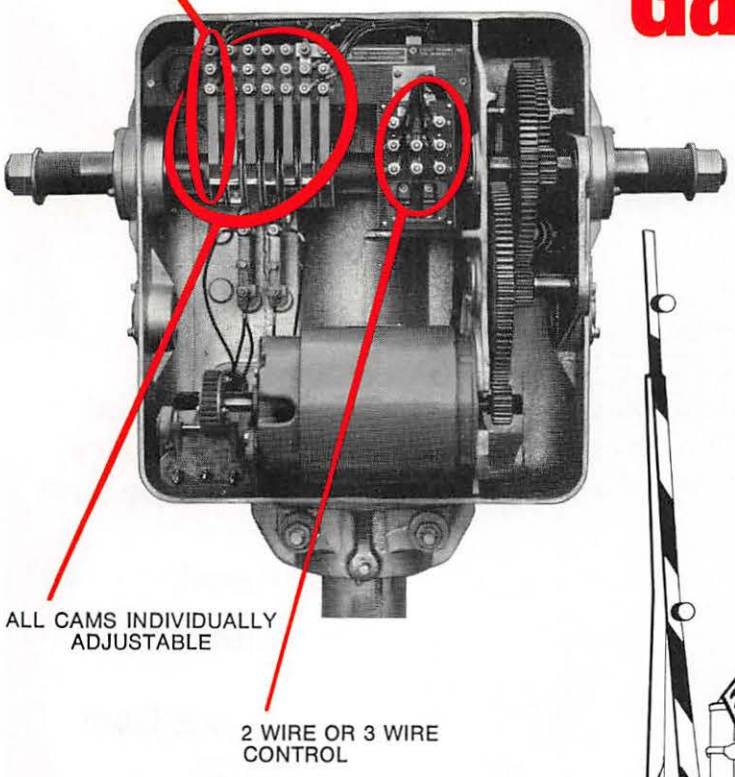
Best explains Unionism to Rotarians

Unions have come a long way since that day in 1842 when Chief Justice Lemuel Shaw of the Massachusetts Appelate Court ruled it was not criminal "for men to agree together to exercise their own ack-

(Please turn to page 23)

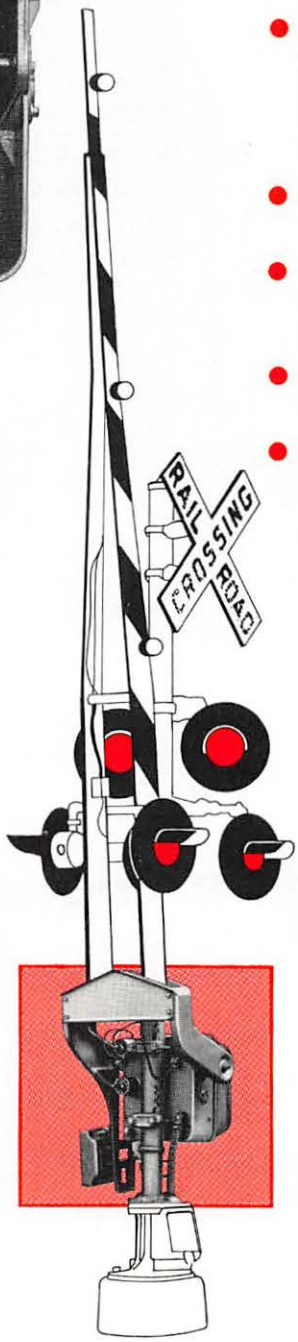
WESTERN-CULLEN-HAYES

3590 Series Gate Mechanism



COMBINES MAXIMUM RELIABILITY WITH MINIMUM MAINTENANCE

- **"Flame Hardened" Carbon Steel Gear Teeth—minimizes damage to gears even if installation is subject to impact severe enough to break gate arm**
- **Provides Fast Dependable Action —even when raising 44′ gate arms**
- **"Slide Cam" minimizes Gate Arm Pumping and Contact Burning**
- **Durable Cast Aluminum Case Houses Mechanism**
- **Meets or Exceeds AAR Specifications**



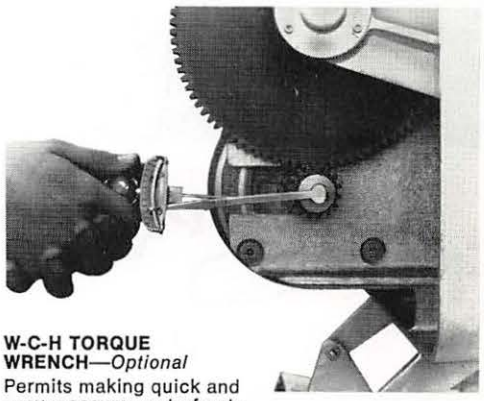
You'll find many other special and safety features designed and engineered into the W-C-H 3590 Gate Mechanism to provide you with fast, dependable performance.

Individual components and materials have been carefully selected and combined to assure maximum service and reliability, and to require only minimum maintenance.

And, extensive testing and on-the-line service have proved the 3590 is every bit as good and dependable as we say it is.

Let us prove it to you. Available with a full line of Wooden or Fiberglass Gate Arms, Gate Arm Adapters, Lights, Counterweights, Bells, Poles and Bases, the 3590 Gate Mechanism permits us to tailor an installation to satisfy your specific needs.

Call 312-254-9600 or write for complete information.



W-C-H TORQUE WRENCH—*Optional*
Permits making quick and easy measurement of gate arm torque. Calibrated directly in foot-pounds (referenced to the main shaft), the W-C-H Torque Wrench eliminates the need for conversion charts.

WC Hayes

WESTERN-CULLEN-HAYES, Inc.
2700 West 36th Place • Chicago, Illinois 60632
Telephone: 312/254-9600 • Telex 25-3206

Political Strategy

How important is it?

Letters!
Awareness!
Contribute!
Participate!
Vote!

R. R. Retirement

N E. Corridor

Amtrak

4-R

Coal Slurry Pipe Line

National Hospitalization

Lock & Dam No. 26 Alton, IL

Support the Signalmen's Political League

To: W. D. Best, Secretary-Treasurer, Signalmen's Political League, 601 West Golf Road, Mt. Prospect, IL 60056

I am enclosing $2 or more to help the Signalmen's Political League carry out its campaign for good government. I understand that my request for membership in SPL is voluntary.

Name _____

Address _____

City _____ State _____ Zip Code _____

Decisions made in the political arena affect each and every member of our BofRS Family. Through the Signalmen's Political League, our members can make their voices heard in the halls of Congress. In this election year, our members—by their vote and membership in SPL—can help elect Congressmen who favor legislation that helps our BofRS Family. Signalman Sam says: "Make your plans now to join the Signalmen's Political League. For $2, every member of our BofRS Family can be a part of this worthwhile effort."

Burlington Northern signal training classroom has tv monitors (at right on wall) for playback of lessons recorded on video tape. Thus, two or three students can watch a monitor to gain semi-personal instruction. It also allows instructor to give personal attention to an individual while the rest of the class watches tv monitors.

Signal training makes gains

Acceptance of signal training programs has made steady progress over the last 20 or so years. The Brotherhood of Railroad Signalmen has agreements with 27 railroads in the United States and Canada covering the training of signal department employees represented by the Brotherhood.

In most instances, the BofRS initiated talks with the railroads concerning signal training. The union position on training was stated by President R. T. Bates, at a National Transportation Apprenticeship and Training Conference:

"The Brotherhood of Railroad Signalmen's position was and is, that effective training must be administered in a positive fashion, and all new employees entering training must be compelled, as a condition of employment, to be properly trained. We cannot, and will not, agree that a railroad's failure to train employees should be cause for dismissal, but when proper training is made available to the employees, we do agree that new employees must take advantage of that training.

"We only wish that all railroads would become convinced that a properly trained employee is a much more productive and safe employee.

"In many cases, railroad managements have finally begun to realize a more progressive prospective and are realizing that a well trained employee is a more productive, efficient and happy employee than one who is really incapable of performing all of the duties he might be assigned," Bates said.

In most cases, negotiations are carried out by both parties and an agreement is reached without asking for help from mediators. A recent agreement reached with the Soo Line may help to understand why signal training agreements are not always as readily developed as one would think. It seems obvious that in a field as technical as signaling, that it would be an advantage to both the signalmen and the carriers to have programs for training new and less experienced employees. Desiring a signal training program is one thing, but to work out the details is often something else.

"Negotiations began on the Soo Line with a conference held on January 25, 1973. The general discussion centered on the need and practical aspects of creating a training program on the Soo Lines, including such topics as the type of training to be given, to whom, etc. This conference was recessed subject to resumption upon request by the employees. The employees did request a subsequent conference which was held on February 27, 1974. At this meeting it was agreed that a draft of an agreement would be prepared for consideration at the

next conference. Subsequent meetings were held and agreement reached in all areas with the exception of the three issues before this Board for resolution.

"During June, 1976, the signalmen on the Soo Line, having failed to resolve the few remaining issues of their proposed training agreement through negotiation, petitioned the National Mediation Board to intervene. The mediation board accepted jurisdiction and assigned a mediator to the case. The mediator's efforts to resolve the matter were unsuccessful. The mediation board then proferred arbitration which was accepted by both parties," from the report of Arbitration Board No. 369.

In 1976, agreement could not be reached on three issues:

— Carrier to pay for travel time to and from the signal training school as well as a transportation allowance.

— A specific number of classroom hours to be stated in the agreement.

— Upon completion of the signal training program by a trainee, he would receive a 25¢ per hour increase in wages, and 4-year step rates applied in two years.

During the arbitration hearing on October 25 and 26, 1977, agreement was reached on travel time and the transportation allowance.

The following is from the report of Arbitration Board No. 369.

Employees' Position: "The employees argue that, since no specific hours of classroom instruction are required by the guidelines provided by the national committee, some sound practical method should be used to determine how many hours must be set out in their agreement with the Soo Line. In their opinion, the parties should look to agreements already negotiated by the signalmen with other railroads. In their opinion the Soo Line should provide at least 24 classroom days (six per training period) and this provision should be included in the agreement. Specifying classroom training hours, they urge, would also avoid future disputes over whether or not the carrier is providing proper classroom training."

Carrier's Position: "The carrier's position with regard to this issue is based on its need for flexibility in organizing, scheduling, and implementing classroom training. As they see it, there is a need to plan a catch-up program for present assistant signalmen and one for employees to be hired in the future. They plan to utilize the services of vocational education institutions, if possible, and to create modular type programs for use on the property. The actual specifics of their program are not yet finalized but imposition of mandatory classroom hours would greatly impair their flexibility.

"They also argue that mandating specific hours of classroom training will not assure the success or effectiveness of the training program. Classroom training sometimes becomes a passive activity for the trainee; a one on one, hands-on approach is often more effective because it provides prompt feedback to both trainee and instructor; trainees will be in different stages of work experience so that programming employee classroom activities should be tailored to individual needs, ability

27 railroads have signal training agreements with the Brotherhood of Railroad Signalmen

Railroad	Classroom Facility	Classroom Sessions	Days Per Session
Amtrak	yes	4	6
Baltimore & Ohio	yes	4	5
Burlington Northern	yes	6	5
Canadian National	yes	yes	
CP Rail			
Chesapeake & Ohio	yes	4	5
Chicago & North Western	yes	yes	
ConRail	yes	4	10
Denver & Rio Grande Western	yes	4	10
Frisco	yes	4	
Illinois Central Gulf	yes	yes	
Long Island	yes	yes	
Louisville & Nashville	yes	4	10
Milwaukee Road	yes	yes	
Missouri-Kansas-Texas	yes	yes	144 hours/year
Missouri Pacific	yes	4	10
Norfolk & Western	yes	4	10
Port Authority Trans-Hudson	yes	yes	
Rock Island	yes	yes	
Santa Fe	yes	4	10
Seaboard Coast Line	yes	4	10
Soo Line	yes	yes	144 hours/year
Southern Pacific	yes	4	8
Union	yes	yes	
Union Pacific	yes	7	7
Washington Terminal	yes	yes	
Western Pacific	yes	yes	

Note: Most all training agreements specify that classroom training will be provided, but some do not mention any specified amount of time to be devoted to classroom instruction.

and prior experience; to require fixed classroom hours will lead to waste and inefficiency."

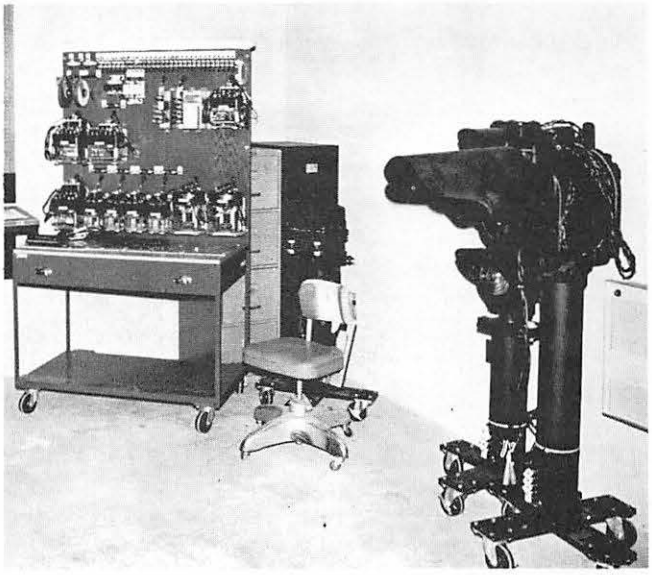
Discussion: "One concept, which has been successful on other railroads, seems to be favored by the Soo. That concept, involving modular programs of visual and audio aids, would be available near the employees' worksite. Other railroads which have training agreements do not necessarily have the same problem as the Soo namely, its size. The Soo only averages 62 employees in its signal group. Trainees are hired only in response to losses by attrition. Assuming an attrition factor of 6% per year, only three to four new trainees will enter the program each year and the total in training at any given time may not exceed twelve employees. This factor creates scheduling problems, since employees are working in different areas of the railroad and in varied stages of development.

"It is difficult in a discussion of this nature to avoid reference to conditions and/or agreements on other railroads. Usually, such references are useful, if only to determine the state of the art. In this instance, however, comparisons are of little value because training on the Soo must be tailored to its particular needs."

Decision by Arbitrator: "The carrier's position is well taken. Flexibility in the determination of the number of classroom hours is warranted and we so find. No useful purpose is served by a predetermined number of classroom hours for a training program which is still undeveloped. Program content, scheduling and other specific details of formal training are best left to the experts of the training field. The employee concern for possible future disputes over classroom hours is presumptive and unfounded."

Employees' Position: "It is the employees' position that proper pay incentives for trainees are an important part of any training program; that many trainees become discouraged when pay increases are not provided and after participating in one or two training periods seek employment elsewhere." By Soo Line agreement rules . . . "that an assistant signalman is an employee in training for a position of signalman or signal maintainer working with or under the direction of signalman or signal maintainer. Therefore, they argue, by classification the assistant signalman is a training position.

"By reducing the length of the training period from four years to two years, they argue, the parties have recognized the advanced methods of training and teaching employees. The assistant who graduates at the end of the two-year period is presumed to be a trained signalman or signal maintainer and should not be required to have his pay upon graduation reduced from the top grade assistant's pay to the present fourth level assistant's rate. The employees claim that their request for an additional 25¢ per hour upon graduation from the training program is supported by training agreements with other carriers. Additionally, the interim increase tends to hold the assistant to employment with the carrier until a full fledged signalman's job becomes available."



Seaboard Coast Line-Louisville & Nashville signal training facility is at Atlanta, Georgia. A feature of the laboratory signal equipment is that many units are mounted on casters making it easy to move the equipment into convenient positions for instruction.

Carrier's Position: "There are eight step rates granted in a span of four years. Each increase is granted at the end of each six-month period. The Carrier contends that the reasons for the establishment of step rates in this manner were: 1) a realization that a new employee does not produce fully at his job nor make contributions equivalent to those of the experienced employee; 2) a realization that training and experience work together to produce a qualified and productive employee; and 3) the progressive steps reward the assistant signalman for his increased productivity and encourage the employee to remain in the service of the carrier. To compress those step rates into four steps would be tantamount to assuming that the assistant signalman will be completely trained after two years instead of four years. They concede that after two years the assistant signalman with formal training may be more knowledgeable than a second-year assistant signalman who has received no training, but on the job training and experience are necessary to supplement the learning received through the course work. All the required experience cannot fit into a two-year timeframe. The carrier argued that the training agreement should only encompass the first four steps of the presently scheduled step rate. Once the trainee has graduated and technically has two more years of experience to gain, he will be continued in the proper step until the end of the four year period. The carrier views the employee's request for an additional 25¢ per hour upon graduation as a pure wage increase."

Discussion: "The formal training agreement now under discussion will compress training into four periods of six months each. The successful graduate will be considered qualified as a signalman.

"Carrier will be able to do precisely the same things with employees in training under the new agreement as

ConRail signal instruction school, at Columbus, Ohio, has a pole line plant for training signal students in pole line construction and maintenance work. Pole line training is given to signal trainees during their first two weeks at the school.

they did in the past, i.e., where necessary the employee may be upgraded prior to the expiration of the training period. The new agreement merely compresses the amount of time a man is required to serve before he is considered qualified. Under the carrier concept, the trainee would complete the formal training period in two years and continue in the step rate program for two more years. Also, it was argued that the additional two years are needed for the experience factor. In regard to this latter position, the neutral member of this Board notes that the average assistant signalman on the Soo seniority roster has been given signalman seniority after 2.7 years in grade. With respect to the employee's request for an additional 25¢ per hour upon graduation, there seems to be little persuasive argument available to the employees."

Decision by Arbitrator: "The employees' position with respect to step rate wages is persuasive and we so find. Present rules relating to assistant signalmen recognize these employees as trainees. Training is acquired over a four-year period via on the job experience. Rates of pay provided in steps are directly related to the training experience. Since the new agreement will compress the time necessary for a trainee to become qualified and the number of training periods are to be reduced, the related wage steps should, likewise, be compressed.

The employee request for an additional 25¢ per hour for graduate trainees is untenable and hereby denied."

Following Board No. 369's award, a signal training agreement was signed by John T. Bass, BofRS vice president, and E. D. Hodsdon, general chairman, representing the BofRS; and J. A. Welton, director of labor relations, representing the Soo Line. Bass, the labor member of Board No. 369, working with Hodsdon, had prepared a written submission to the Board. After four years of discussion and mediation on signal training, Bass and Hodsdon finally had a signal training agreement.

At the other end of the time frame might be the signal training agreement developed between the BofRS and ConRail. Consolidated Rail Corp. was formed on April 1, 1976 and a training agreement was signed on December 14, 1976 to be effective on January 3, 1977. Shortly thereafter a signal training school was placed in operation so that when it was dedicated on March 2, 1977, the third class was already in session.

Unfortunately, one major railroad has not yet signed a training agreement with the Brotherhood, namely the Southern, which does have a signal training school.

"Southern has negotiated for several years with the Brotherhood of Railroad Signalmen for a training agreement, but insists that employees being trained should have their earnings reduced while learning a trade which will benefit the railroad. We have not reached agreement with Southern, but we hope that an agreement will be reached in the not too distant future," President Bates said.

Although each training agreement is negotiated on an individual basis between the BofRS and a railroad company, many basic provisions are common to all agreements. Naturally, some variations occur. Some of the basic provisions are as follows:

— Two or three year training period broken into 6-month segments.

— During each 6-month segment, the student will probably have two weeks of classroom instruction. He will receive homework during the classroom instruction, and probably have home study materials when he is back on his assigned territory.

— Transportation to and from the school including necessary meals enroute from his home will be paid by the railroad.

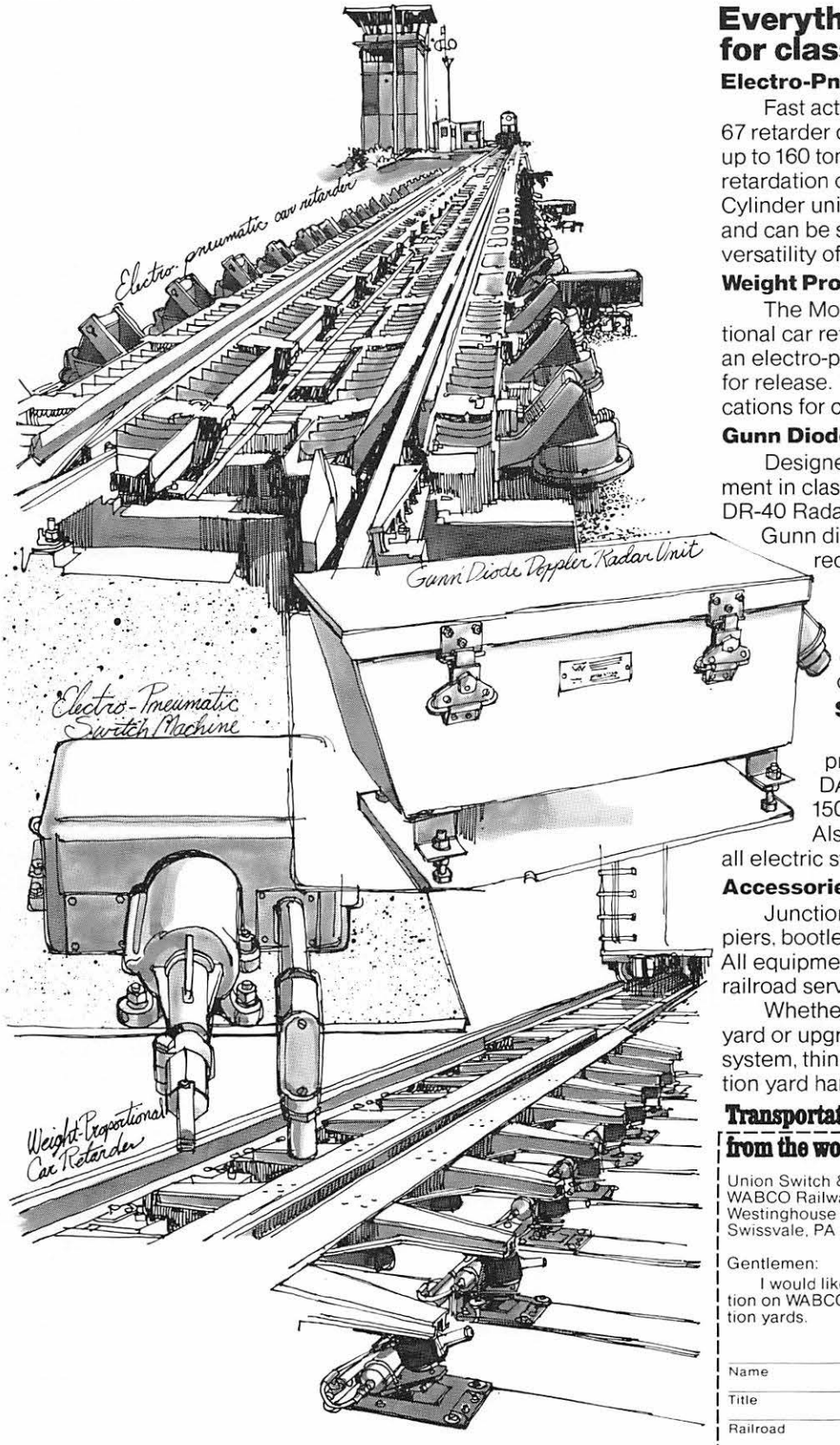
— While attending the school, the railroad pays for meals, lodging and transportation to and from the classroom facility to the motel or hotel.

— In each 6-month training segment, the student, assistant or employee in training may be transferred within his own seniority district away from his headquarters for one week to further his practical experience in signal work. Thus, he may be given the opportunity to work on different equipment than he normally works with. One railroad, for example, covers rail-highway grade crossing warning systems during the fourth classroom session. Hence, prior to this session, an assistant in training might be transferred to work in a signal gang installing these warning systems.

—Most railroads require that new employees and employees who are assistants with less than four years' employment go through the training program.

— At the end of each classroom session, a test is given

WABCO's Hardware Store.



Everything you need for classification yards

Electro-Pneumatic Car Retarder

Fast acting, variable force Model 67 retarder designed to handle cars up to 160 tons. Offers up to 46% more retardation over previous models. Cylinder units are interchangeable and can be sectionalized for greater versatility of control and application.

Weight Proportional Car Retarder

The Model 50-B weight-proportional car retarder is equipped with an electro-pneumatic control system for release. Used on single rail applications for cars up to 160 tons.

Gunn Diode Doppler Radar Unit

Designed for velocity measurement in classification yards, the DR-40 Radar unit offers solid state Gunn diode microwave which reduces maintenance and installation costs. All electronic components are mounted on one easily removeable sub-chassis.

Switch Machines

A fast acting electro-pneumatic machine, the DA-10 operates on 55 to 150 pounds of air pressure. Also available is the YM-2 all electric switch machine.

Accessories

Junction boxes, foundation piers, bootlegs and equipment cases. All equipment is made for rugged railroad service.

Whether you're designing a new yard or upgrading your present system, think WABCO for classification yard hardware.

Transportation from the word go.

Union Switch & Signal Division
WABCO Railway Products Group
Westinghouse Air Brake Company
Swissvale, PA 15218

Gentlemen:

I would like comprehensive information on WABCO hardware for classification yards.

Name _____

Title _____

Railroad _____

Address _____

City _____ State _____ Zip _____

Telephone _____

The WABCO Railway Products Group is Union Switch & Signal Division, Westinghouse Air Brake Division, WABCO Ltd., Cardwell Westinghouse Company, Fresinbra Industrial S.A. In transportation WABCO is also 17 European operations and licensees and agents throughout the world.

WABCO

An **American-Standard** Company

in which the passing grade is 70% (some agreements require 75%). If a trainee fails to pass, he is given a re-examination within 30 days. Failure to pass the re-examination can be grounds for dismissal from service or to be retained in service at no higher classification than an assistant. Some railroads make this latter provision for older assistants, that is, with more than four years' service.

— As students progress through the training program, they receive pay increases as they successfully complete each 6-month segment of training.

— Students who successfully complete the training program must bid for and accept promotion to the next higher classification.

While training programs are basically designed to train new employees and assistants, most railroads have planned for training of men for advanced job classifications, such as electronic technician. Again, Canadian National pioneered in this field. Also, CN should be congratulated on its generosity in making its signal training course available to other railroads at no cost. Twenty-five U.S. railroads have used the CN program as a basis of their own training programs. Eleven roads have used the CN material as written. CN has provided one copy to AAR member roads for free, but as might be expected they sell the course to others. CN as well as other roads have also spent time and money revising and updating the training material. Updating is necessary and an on-going function of signal training programs.

Updating applies to signal training agreements as well as to updating the material taught. Santa Fe and the BofRS, for example, have recently signed a memorandum of agreement concerning educational and training program for student signalmen. The memorandum brings the revised training agreement into line with changing conditions.

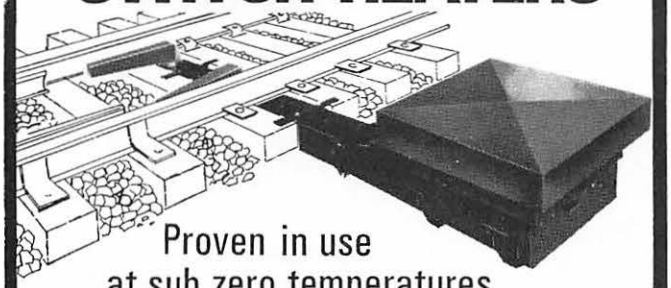
Most railroads' instructors are former signalmen, many starting from signal helper and working up through the ranks to signal supervisor. On a few railroads, the signal engineer or one of his assistant engineers performs the instruction function. One railroad had a happy solution in that a recently retired signal engineer, who had worked up through the ranks, was willing to become a signal training instructor.

Class size varies, but most roads limit them to 10-15 students. Some work on the basis of one instructor to 10-15 students, while others provide two instructors for this many students. When working in the laboratory with signal equipment, students are often paired to work as a team. Not only do they learn how equipment works, but they are taught to find malfunctions and correct them. ConRail, for example, gets involved in installation to the extent that students learn how to perform some wiring functions. Also, ConRail at its Columbus, Ohio training facility, has a complete pole line plant where students are taught to climb poles, and do all types of pole line work including maintenance.

Many types of training materials are used, such as classroom instruction, use of video tape cassettes showing how to maintain equipment, on-hands instruction in a laboratory with actual signal equipment, manufacturers' service manuals, training manuals, operating and safety rulebooks of the railroad, slide projections, movies, etc.

Canadian National, Southern Pacific and Union Pacific, to name three, have equipped passenger cars with signal equipment and classroom facilities to take training to personnel in the field. In addition to the basic signal training, many feel these training cars can be most helpful in bringing update material to maintainers in the field.

Are these signal training programs successful? One answer is, of course, that 27 railroads have such programs. Another answer is the response given to a Communication & Signal Section, AAR, Committee G-Education & Training questionnaire sent to members of the committee who have training programs. As a result of signal training programs, railroads found that employee morale and competence were improved, as well as better judgement was used on the job, by the employee and production quality increased. Decreases were noted in the time required to diagnose and correct equipment malfunctions. The majority of railroads said they would continue and improve their training programs.

NEW!
RAILS COMPANY
HAB-HP
SWITCH HEATERS

Proven in use
at sub zero temperatures
High pressure blower distributes hot air steadily, evenly, through a duct and nozzles—keeps switch points operating in all weathers.
All components located for easy installation and servicing—separate remote control panel is free from trackside vibration. Hot air duct is electrically insulated against track circuit interference and designed to provide maximum air flow.
Manual or automatic operation. Oil fired, natural gas or propane models available.
Write or call for detailed information.
THE RAILS CO. Maplewood, N.J. 07040 • Omaha, Neb. 68102
Chicago, Ill. 60604 • San Francisco, Calif. 94105
In Canada: IEC-Holden, Ltd.
SERVICE TESTED FOR DEPENDABLE OPERATION.

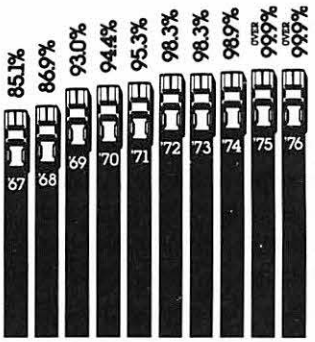
THERE ISN'T ONE GOOD REASON FOR BUYING A TOUGH CHEVY VAN.

SO HOW ABOUT 12?

We can go on and on about our tough Chevy Vans. And the features that help make them ideal for business or personal use. But we'll stop with an even dozen. And let you discover even more reasons to buy when you see and drive a Chevy Van. At your dealer now.

CHEVY TRUCKS

BUILT TO STAY TOUGH



R. L. Polk & Co., July 1, 1976
1977 statistics not available

Built to last. Look at the record.

95.7% of all Chevy trucks, in the ten most recent years recorded, were still on the job. This is based on the latest available industry model year registration statistics through July 1, 1976.

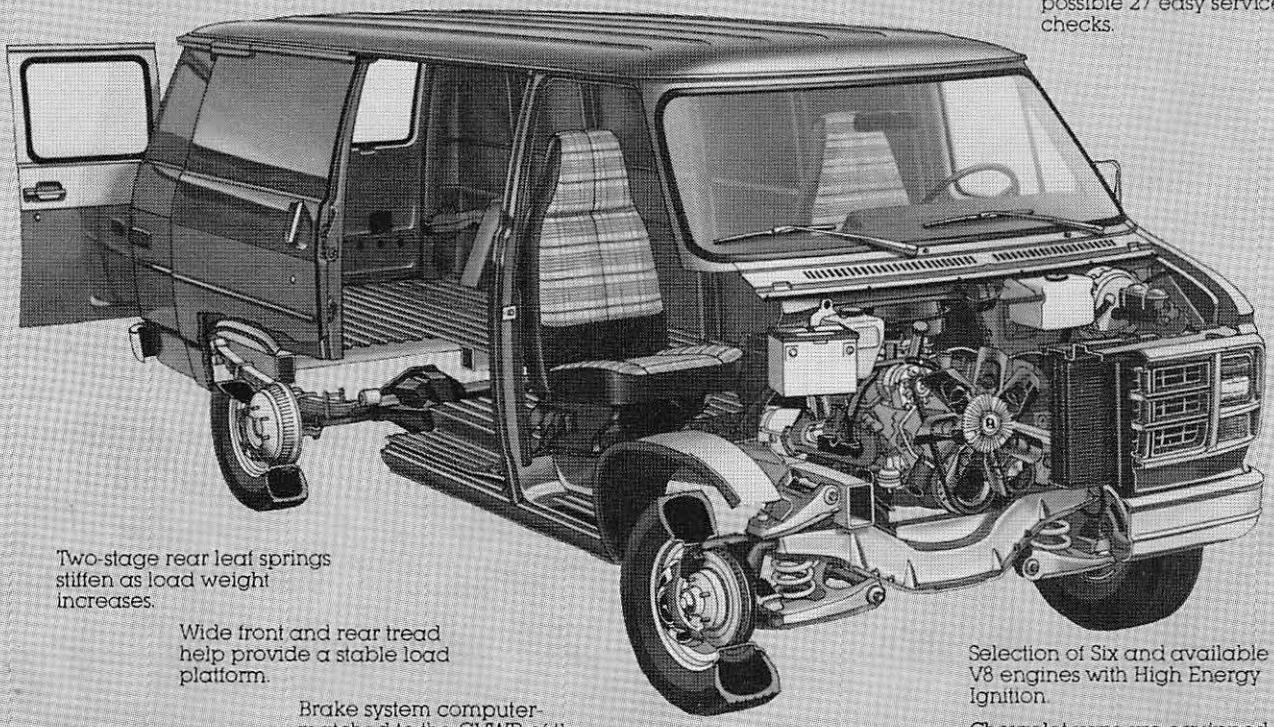
Rear door opening measures over 4 feet high and 4-1/2 feet wide for easy loading.

Up to 12 feet of load space and 296 cu. ft. of cargo space on 125" wheelbase models.

Electrocoating helps guard against corrosion.

Sliding side door requires only 4-1/2 inches of clearance.

Extended hood makes possible 27 easy service checks.



Two-stage rear leaf springs stiffen as load weight increases.

Wide front and rear tread help provide a stable load platform.

Brake system computer-matched to the GVWR of the van you order.

110" wheelbase models have tight 42.0-ft. turning diameter. 125" wheelbase models require only 46.8 ft., curb to curb.

Massive Girder Beam independent front suspension provides firm, easy ride.

Unitized body frame design which utilizes heavy-gage steel side rails, cross sills and outriggers.

Selection of Six and available V8 engines with High Energy Ignition.

Chevrolet vans are equipped with GM-built engines produced by various divisions. See your dealer for details.

Block Signaling Adjuncts

LOCKING THE LOCK ROD

The Model 9B electric switch lock locks the lock rod on a switch. It may be used to lock the lock rod in one position only, or, when equipped with a double adjustable lock rod, it may be used to lock the lock rod in both the normal and reverse positions. The lock may also be used to lock any device which can be locked with a lock rod—tunnel doors for example.

The lock consists essentially of a locking plunger, that can be raised or lowered by a hand crank, and an electromagnet which lifts a locking key from a notch in a locking dog. The movement of the hand crank is normally blocked by the electrically actuated locking key so the trainman cannot raise the plunger out of the lock rod if the lock coils are not energized.

Figure 513 shows a typical switch lock control circuit with emergency release and normally deenergized approach relays. The broken lines indicate additional circuiting for optional supervisory control. Release of the lock for a move onto the main line is accomplished as follows: when the trainman makes a preliminary movement of the crank handle, contact N is opened, breaking the signal control circuits by deenergizing normal switch repeater relay NWPR. If no train is approaching, westward and eastward approach relays WAR and EAR will be energized through back contacts of NWPR. With supervisory control, the towerman energizes switch lock control relay WLZR by line wire control. Front contacts on WLZR, WAR, and EAR now establish a circuit to the coil of the switch lock. With automatic control, positive battery is fed directly to the heel of WAR.

For a movement onto the siding, track relay TR is deenergized, its back contact closing a circuit to the lock magnet coil.

Figure 514 shows a typical switch-lock circuit with time release and normally deenergized approach relays. Broken lines show additional circuits for optional supervisory control. The preliminary movement of the crank handle will open the signal controls through contact N, dropping NWPR. With no train approaching, WAR and EAR will pick up, closing the lock coil circuit through their front contacts. With supervisory control, WLZR must also be energized by a control from the towerman. If a train is approaching, one of the approach relays will not pick up. Thus a circuit through time element relay TER and contact B on the crank will be completed. When time has run out, a front contact on TER will energize the lock coil. Track release for a movement onto the siding is accomplished the same as shown in Figure 513.

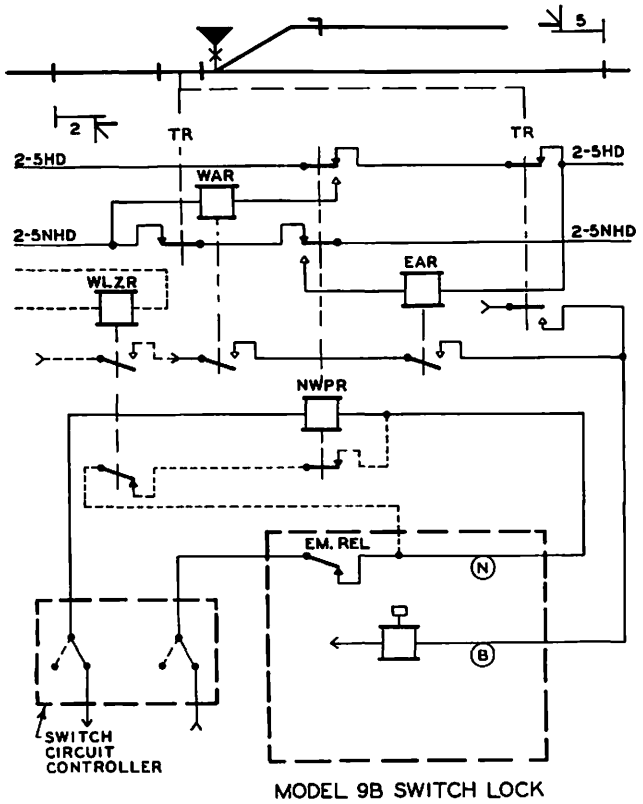


Fig. 513-Switch-lock control circuit with emergency release and normally deenergized approach relays. Broken lines show supervisory control.

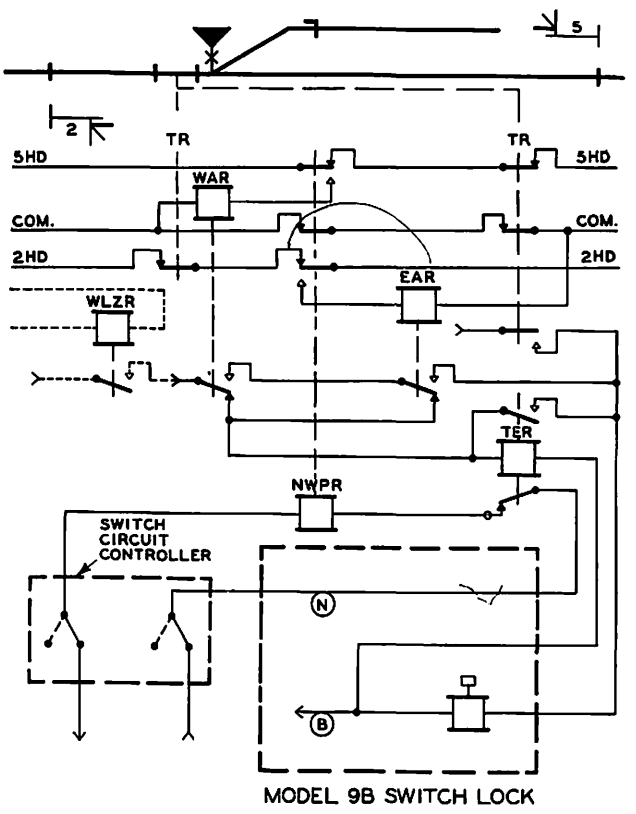
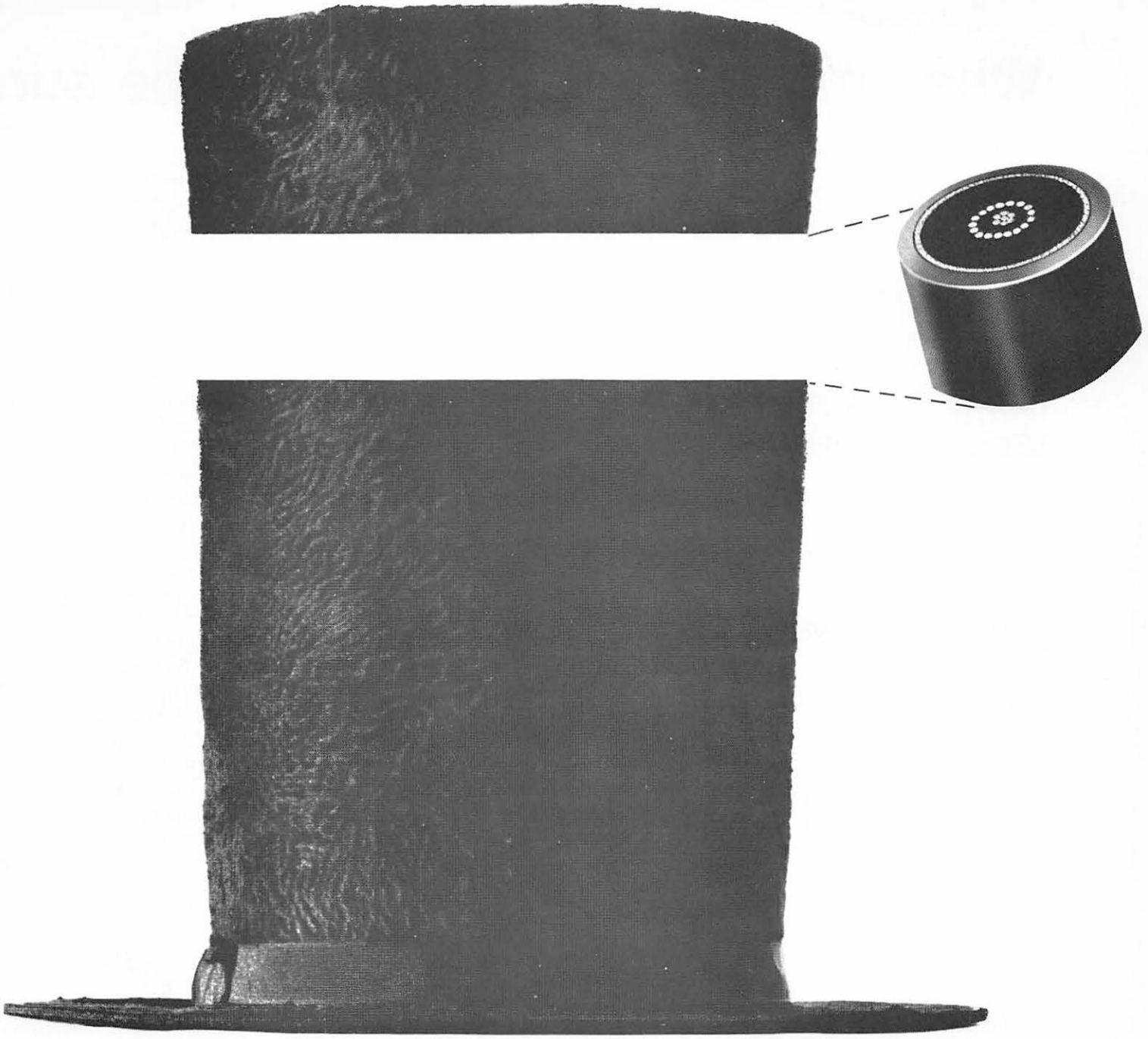


Fig. 514-Switch-lock control circuit with time release and normally deenergized approach relays. Broken lines show supervisory control.



When the President of the U. S. was wearing a hat like this, Kerite was making superior cable. Still is today.

Reliability in cable is not a luxury, it's a necessity.

Specify Kerite...backed by a record of 116 years in Quality Assurance.

The Kerite Company • Principal Offices: Boston; Chicago; New York; Philadelphia; San Francisco; and Seymour, Connecticut • Sales Representation throughout the United States. A subsidiary of Harvey Hubbell Incorporated.

MEMBER RPI Kerite

the cable that lasts . . . and lasts . . . and lasts . . .

When making circuit changes be sure

A TALE OF THE RAILS

By Paul Brannen

At the summit of the Allegheny Mountains, in my native town of Gallitzin, PA, on the Pennsylvania Railroad (now part of ConRail), helper engines on both passenger and freight trains ascending the hill from both the East and West were cut off, turned and sent back down the hill to assist other trains. The track layout and operations were extremely complex and need not be described in detail for the purposes of this story, so I will only describe that which is necessary.

Westbound passenger trains with helpers ahead of the road engine normally used No. 3 track. The train would stop short of home signal 6R at "UN" interlocking. The helper engine would be cut off, and run into the loop track over No. 9 switch reversed, as shown in the accompanying sketch.

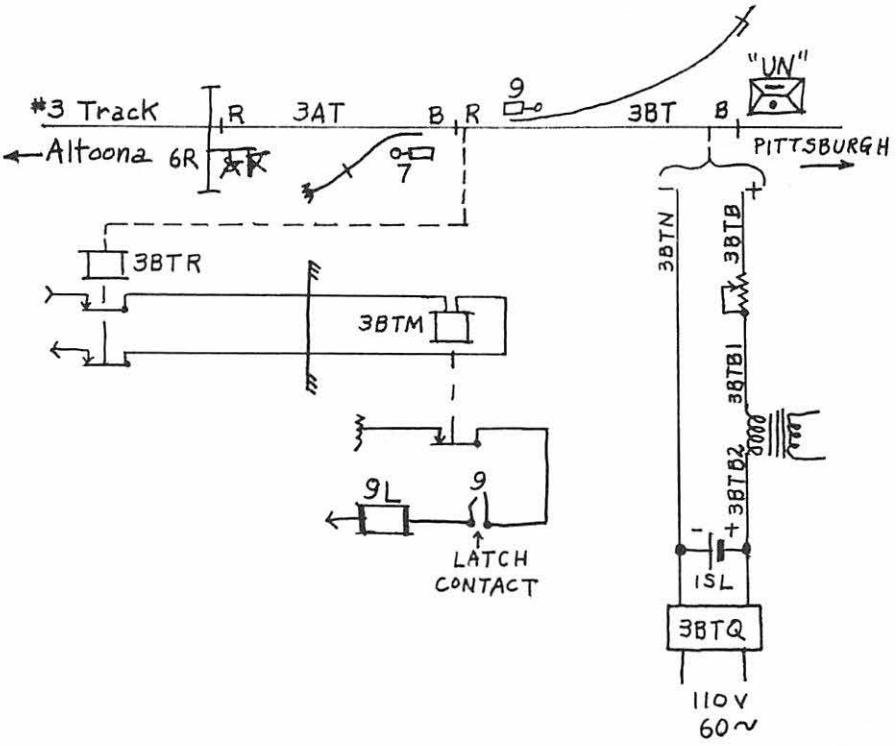
After clearing the detector section 3BT, switch No. 9 would be put normal and signal 6RA cleared for the train to proceed westward on No. 3 track. The interlocking was a US&S model 14 electro-pneumatic plant, one of many such on the PRR. Electro-magnetic detector locks on the switch levers prevented the levers from being thrown unless the lock magnet circuit was energized. The pertinent portion of the detector lock circuit for No. 9 switch is shown in the sketch, and includes the customary lever latch contact, for battery-saving purposes, and a front contact of track repeater relay 3BTM governed by track relay 3BTR. The remainder of the circuit is not shown to simplify the story. It is readily apparent that with track relay 3BTR released, No. 9 lever could not be thrown, hence No. 9 switch could not operate.

Track section 3BT was fed by an AC-storage battery source, with a rectifier 3BQ connected across battery 3BTB as shown. The secondary of a cab signal track transformer was connected in series with one of the leads to the rails designated as 3BTB and 3BTN connected to the rails with the polarities shown.

With this background we turn to the series of events which add up to form a story with serious consequences. I was in my middle teens at the time and was fascinated by railway signaling, to the extent that I seized every opportunity to watch the signalmen at work, and had made my way through most of the AAR Signal Section "grey books".

Thus it was that on a fine summer night I was most interested to hear, by a chain of circumstances which need not be recited, that the westbound "Broadway Limited", the Pennsy's crack New York-to-Chicago all-Pullman train, was stopped at "UN" due to a "signal failure". I raced home, got my flashlight, told Mom not to wait up for me, and ran for the tower, which was about three-quarters of a mile from home.

As I passed the rear of the train, the conductor said, "For God's sake, get us moving!". His concern was real, since any delay to the "Broadway" was reported the next morning to the vice-president operations, and heads might roll. I ran past the locomotive, where the engineer and fireman were on the ground. They told me that a phone call to the tower from the phone at the signal bridge brought the information that the



safety is not reduced

operator was unable to restore No. 9 switch to its normal position after the "Broadway's" helper had been run into the loop track.

With this knowledge in mind, I continued on to the tower, now checking bootlegs, bonding, and especially the condition of No. 9 switch. I noted nothing out of the ordinary. At the tower, the operator confirmed the story from the enginemen. The switch had operated properly from the start of his shift at 3:30 p.m. until the Broadway helper entered the loop. He noticed that the lock light under the switch lever did not come back on after the helper had cleared the interlocking limits, and the switch lever could not be moved from its reverse position. Other indicator lights were illuminated, and the rest of the plant was operating as it should, so that the problem quickly resolved itself to difficulty with the detector locking for No. 9 switch. I looked at the track repeaters which were involved and noted that 3BTM was down. Not being a railroad employee, there was little more I could do toward getting the train moving, since I had neither the authority nor the keys to open the interlocking machine cabinet.

Meanwhile, frantic efforts had been made to find a signalman. The "UN" maintainer lived in a town about 15 miles distant and had apparently reported off that night. Finally, a leading signalman who lived nearby was contacted and he arrived about five minutes after I did. I told him what I knew of the situation, including my estimation that the switch was OK and the track was intact.

He unlocked the machine cabinet, and "picked" the detector lock by raising the lock armature manually. The operator was then able to move the lever to its normal indicating position, and the switch went normal and locked up properly, as evidenced by the normal indication lock magnet picking up. The operator then completed the lever stroke to the full normal position, positioned No. 6 signal lever to the right, and punched the "call-on" button below the signal lever.

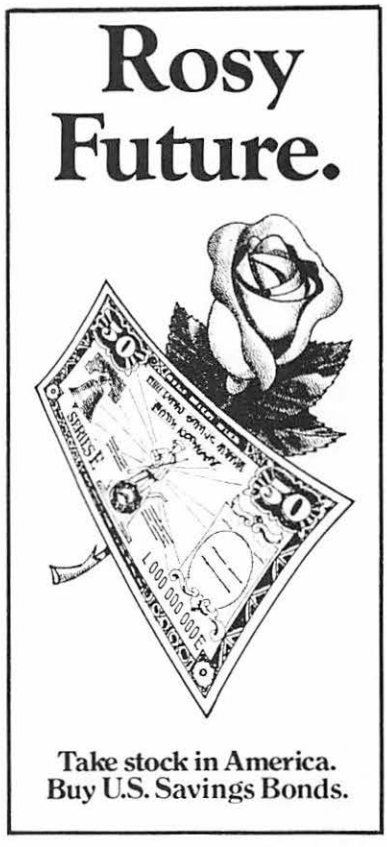
The "Broadway" immediately whistled in the flag, made a standing brake test, and was soon rolling slowly by the tower, with something like a 45-minute delay, as I recall.

With the train departed, the trouble shooting started. The track feed apparatus was in the tower, and the first thing checked was the voltage across the leads to the rails, which turned out to be quite low. The signalman then tried to get a reading across the battery, after opening the links to the track and rectifier. The meter needle promptly backed off the scale. This was mystifying, and we checked the leads and their connection to the meter. They were correct. Meantime, I took a close look at the battery itself, and realized that it was connected with the wrong polarity! The meter was trying to tell us something and we didn't want to believe it! Marks in the dust and cinders on the battery shelf, plus fresh scratches on the battery terminals showed that the battery had been disconnected from its leads, turned around 180 degrees, and reconnected.

The battery was then reconnected with the proper polarity and the rectifier set to its highest output. The voltage to the track came up rather rapidly, and the track relay picked up, as we noted by watching 3BTM, the repeater relay.

About this time, the maintainer from an adjoining interlocking showed up, he too having been called out. He informed us that he had helped the "UN" maintainer that afternoon and that they had "reversed the polarity of 3BT," as instructed by the signal foreman. He said that they had just turned the battery around and reconnected it. When it was pointed out that the rectifier had not been reconnected, he was quite shaken. He and the other maintainer had really not thought things out, and had felt that changing the battery connections was the same as changing the track connections. This of course would have been true if they had been dealing with a simple primary battery feed, with which they were very familiar. I heard of the sequel a few days later. The "UN" maintainer was reduced to a helper in the signal gang. No action was taken against the other maintainer.

The lesson impressed on me was the absolute need to know exactly what must be done when making changes in signal apparatus and connections and to double check the changes with the person authorizing the changes. Also, if your measuring instruments seem to be giving wrong readings, make sure that they aren't really trying to tell you something.



FRA amends Hours of Service regs.

The Federal Railroad Administration has issued amendments to its regulations concerning the Hours of Service Act. Supplementary information included here has been abstracted to contain information relative to signalmen. Also abstracted are amendments to Part 228 Code of Federal Regulations concerning Hours of Service of Railroad Employees.

The Federal Railroad Administration (FRA) has determined that it is necessary to issue amendments to its regulations implementing the Hours of Service Act (45 U.S.C. 61-64b) (hereafter "Act"). The amendments are responsive to section 4 of the Federal Railroad Safety Authorization Act of 1976, Pub. L. 94-348, 90 Stat. 818, which made several important additions to the requirements of the Hours of Service Act.

The new amendments to the Act, which were signed into law on July 8, 1976, added to the categories of employees covered by the Act individuals "engaged in installing, repairing or maintaining signal systems". These particular provisions are the focus of this rulemaking.

For the first time, carriers were prohibited from providing "sleeping quarters for employees (including crew quarters, camp or bunk cars, and trailers) which do not afford such employees an opportunity for rest, free from interruptions caused by noise under the control of the railroad, in clean, safe, and sanitary. . . ." Finally, carriers were prohibited from beginning to construct or reconstruct any employee sleeping quarters in the immediate vicinity of any area where railroad switching or humping operations are performed.

The amendments to Part 228 set forth below are primarily technical in nature, reflecting the addition of individuals engaged in signal work to those covered by the Act. The revisions impose the additional responsibility of keeping hours of duty records with respect to the new categories of employees (individuals who work on signal systems). That action is directly necessitated by Congressional action in expanding the scope of the Act, since, without adequate records, enforcement of the Act would be impossible. Similarly, carriers will be required to report instances of excess service involving the new groups of employees, as they had with respect to train crews, operators, and others in the past. Finally, carriers will be required to record (1) the time spent by a signal employee in transportation to or from a work location, other than personal commuting, and (2) the mode of such transportation. This information should normally be recorded by the carrier in any event, either for purposes of compensation or to assure compliance with the Act. (See FRA Interim Interpretations on signal service at 42 FR 4464; January 25, 1977.) *(See January/February 1977 issue The Signalman's Journal pages 16-22.)*

Specifically, Section 228.5 is amended to include any "individual engaged in installing, repairing or maintaining signal systems" within the term "employee".

Section 228.7 is amended to emphasize that signal employees, like other covered employees, are subject to the principle of commingled service.

Section 228.11 is amended by adding to the information required to be kept concerning the service of covered employees (1) beginning and ending time of periods spent in transportation, other than personal commuting, to or from a duty assignment and (2) the mode of transportation (train, carrier motor vehicle, personal automobile, etc.). This information is necessary to compute the service and off-duty time of persons engaged in signal service. The computation of transportation time for signal service is made more critical to the administration of the Act by the FRA interpretations of sections 3A which seek, at the instance of the carriers and covered employees, to achieve a balanced application of the statutory language.

Section 228.19 is revised to make clear that reports of excess service should be directed to the Associate Administrator for Safety. New provisions ((a) (7)-(10)) require the reporting of excess service on the part of signal employees paralleling the existing requirements related to train or engine service.

Section 228.21 is corrected to reflect the two-tier penalty provision of section 20 of the Interstate Commerce Act. That is, the penalty for failing to file required reports is $100 for each day the failure or refusal continues, rather than $500.

It should be noted that every instance of service in excess of the statutory limit (or in contravention of the requirements for release) must be reported, even though the service may be justified by an emergency or act of God, etc. In other words, the carrier is responsible for reporting all instances of excess service, not merely all violations or conceded violations. Each instance of excess service reported to FRA must be accompanied by an explanation on the prescribed form.

It should also be noted that section 228.11, discussed above, is broadened in its coverage by the expanded definition of "employee" in section 228.5. Therefore, time records will now be required for individuals engaged in installing, repairing or maintaining signal systems, in addition to employees for whom records are already kept.

The regulations do not prescribe an approved form for keeping time records.

With respect to signal service, FRA recognizes that the record-keeping task will be more difficult. It may be

useful to note that some carriers utilize single-employee, bi-weekly sheets for operators which provide a simple display of time on duty, time off duty, meal periods, length of time on duty, assigned hours, name of place, and columns for calls outside assigned hours. This kind of format may be helpful in keeping the hours of employees in signal service. However, some modifications will be necessary to record the information required by section 228.11 on transportation. FRA Operating Practices Specialists in each of the eight FRA safety regions can provide a suggested format for time records of persons in signal service and provide helpful comments on formats developed by individual carriers.

In consideration of the foregoing, Part 228 of Chapter II, Title 49, Code of Federal Regulations, is amended as follows: **(Effective April 1, 1978)**

2. By revising the definition of "employee" in Section 228.5 to read as follows:

Section 228.5 Definitions.

In this part—

"Employee" means an individual employed by the common carrier who (3) is engaged in installing, repairing or maintaining signal systems.

3. By revising the introductory portion of Section 228.7(a) and adding a new paragraph (c) to Section 228.7 to read as follows:

Section 228.7 Hours of Service.

(c) For purposes of this part, time on duty of an employee who is engaged in installing, repairing or maintaining signal systems includes all time on duty in other service performed for a common carrier during the 24-hour period involved.

4. By adding a new Section 228.11(a)(5) to read as follows:

Section 228.11 Hours of duty records.

(a) * * *

(5) Beginning and ending times of period spent in transportation, other than personal commuting, to or from a duty assignment and mode of transportation (train, track care, carrier motor vehicle, personal automobile, etc.).

5. By revising Section 228.19(a) to read as follows:

Section 228.19 Monthly reports of excess service.

(a) Each carrier shall report to the Associate Administrator for Safety, (RRS-1), Federal Railroad Administration, Washington, D.C. 20590, each of the following instances within 30 days after the calendar month in which the instance occurs:

(7) An employee engaged in installing, repairing or maintaining signal systems is on duty for more than 12 hours in a twenty-four hour period.

(8) An employee engaged in installing, repairing or maintaining signal systems returns to duty after 12 hours of continuous service without at least 10 consecutive hours off duty.

(9) An employee engaged in installing, repairing or maintaining signal systems continues on duty without at least 8 consecutive hours off duty during the preceding 24 hours.

(10) An employee engaged in installing, repairing or maintaining signal systems returns to duty without at least 8 consecutive hours off duty during the preceding 24 hours.

6. By revising Section 228.21 to read as follows:

Section 228.21 Civil penalty.

(a) A carrier which fails or refuses to keep a record as required by this part or refuses to make such a record available to the Administrator or any authorized agent of the Administrator for inspection or copying is liable for a civil penalty of $500 for each such offense and for each day during which such failure or refusal continues, as prescribed by section 20, par. (7)(a) of the Interstate Commerce Act (49 U.S.C. section 20 par. (7)(a)).

(b) A carrier which fails or refuses to report an instance of excess service as required by this part is liable for a civil penalty of $100 for each such offense and for every day such failure or refusal continues, as prescribed by section 20, par. (7)(d) of the Interstate Commerce Act (49 U.S.C. section 20, par. (7)(d)).

Issued in Washington, D.C. on January 17, 1978.

JOHN M. SULLIVAN,
Administrator.

For more information, please contact:

G. R. Eberz, Federal Railroad Administration, Room 1020, Independence Building, 434 Walnut Street, **Philadelphia, Pa.** 19106, 215-597-0750.

J. J. Egan, Federal Railroad Administration, 1307 Analex Building, 150 Causeway Street, **Boston, Mass.** 02114, 617-223-2775.

W. A. Rogers, Federal Railroad Administration, Suite 216-B, 1568 Willingham Drive, **College Park, Ga.** 30337, 404-763-7801.

R. J. Galvin, Federal Railroad Administration, Room 210, 536 South Clark Street, **Chicago, Ill.** 60605, 312-352-6203.

L. A. Straight, Federal Railroad Administration, Room 1807, 911 Walnut Street, **Kansas City, Mo.** 64106, 816-374-2497.

C. N. Johnston, Federal Railroad Administration, Room 11A23, 819 Taylor Street, **Fort Worth, Tex.** 76102, 817-334-3601.

J. D. Commons, Federal Railroad Administration, Suite 630, Two Embarcadero Center, **San Francisco, Calif.** 94111, 415-556-6411.

W. B. Ingham, Federal Railroad Administration, Georgia Pacific Building, Suite 450, 900 S.W. Fifth Avenue, **Portland, Oreg.** 97204, 503-221-3011.

Signal violation claims double

Signal Inspection Act Claims
October 1, 1976 — September 30, 1977

Railroad	Number of Claims	Terminated	POCA $	PRCA $	Settled $
BN	262	—	26,200	26,200	16,400
C&NW	3,215	2,153	321,500	106,200	71,045
ConRail	6	—	600	600	350
ICG	217	—	21,700	21,700	16,000
Milwaukee Road	187	—	18,700	18,700	9,700
N&W	4	—	400	400	312
SCL	1	—	100	100	100
SP	4,186	184	418,600	400,200	40,550
			Partial settlement of 484 claims		
UP	754	—	75,400	75,400	45,010
Totals	**8,832**	**2,337**	**883,200**	**649,500**	**199,467**

POCA—Potential Collectible Amount. This is the amount contained in FRA's original demand letter to carrier.

PRCA—Provable Collectible Amount. This is the maximum statutory penalty that could be assessed after the amount for claims terminated is subtracted from the POCA. This figure reflects the amount FRA could realistically expect to collect if the matter were litigated. It is based upon evidence not available to FRA at the time of the original demand (POCA).

Signal Inspection Act Claims
July 1, 1975 - September 30, 1976

Railroad	Number of Claims	Terminated	POCA $	PRCA $	Settled $
AT&SF	3	—	300	300	175
CNJ	378	10	37,800	36,800	10,350
C&NW	805	—	80,500	80,500	26,530
D&RGW	4	—	400	400	400
GH&H	12	—	1,200	1,200	1,200
HB&T	9	—	900	900	900
ICG	108	18	10,800	9,000	6,580
KCS	5	—	500	500	375
L&A	2	—	200	200	150
LI	4	—	400	400	400
L&N	2	—	200	200	*
	***Settled with Locomotive Inspection claims**				
MKT	9	—	900	900	875
MP	63	—	6,300	6,300	*
	***Settled with Hours of Service claims**				
NOPB	2	—	200	200	200
N&W	155	140	15,500	1,500	1,500
PC	191	22	19,150	16,950	10,300
RDG	229	—	22,900	22,900	10,500
StL-SF	199	—	19,900	19,900	8,488
UP	324	128	32,400	19,600	10,025
Totals	**2,504**	**318**	**250,450**	**218,650**	**89,948**

Federal Railroad Administration signal and train control inspectors have been very active lately. In a 12-month period ending September 30, 1977, railroads have been handed 8,832 claims based upon alleged violations of the Signal Inspection Act (49 USC 26). This is more than double the number of claims handed out in the previous 15 months, which totaled only 2,504 claims. Thus FRA s&tc inspectors and supervisors have been more alert to Signal Inspection Act violations in the last 12 months, and obviously have stepped up their enforcement program.

In fact, by comparison with earlier years, FRA is very active. While consistently good records have not been publicly published by FRA what is known shows a decided improvement since July 1, 1975 in their signal enforcement activity. For the years 1969 through 1974 inclusive, only 529 claims were filed against railroads for Signal Inspection Act violations. In some years, ICC found no violations of the Signal Inspection Act. That, at least, is what the public record shows.

There still remains a big problem of collecting claims and these claims are collected by the FRA under the Small Claims Collection Act and its procedures. In the July 1, 1975-September 30, 1976 period, FRA collected $89,948 or 40.7% of the amount of money it felt was reasonable to expect it could collect. In the last year, October 1, 1976 through September 30, 1977, FRA collected $199,467 or 30.7% of the amount of money it could reasonably expect to obtain from the railroads for violations of the Signal Inspection Act.

The tables reveal a considerable difference between the initial dollar value of claims and the final settlement figure. The initial figure (Potential Collectible Amount) is based upon the number of violations cited. Upon examining the claims, the enforcement division of FRA's chief

counsel's office often finds insufficient evidence upon which to prove or prosecute a claim. Discussion is held with the offending railroad and some claims are terminated, often resulting from lack of evidence to prove the claim. Even if claims are not discussed with the railroads, some will be considered "weak" and not worth the bother and expense of going into court to prove, should the railroad protest them. This leads to PRCA, the provable collectible amount, which is a realistic estimate of what could be collected after going to court and proving the case or claim. In most instances, especially where the claims are large in number, FRA will confer with the railroad and between them they will determine the settlement amount.

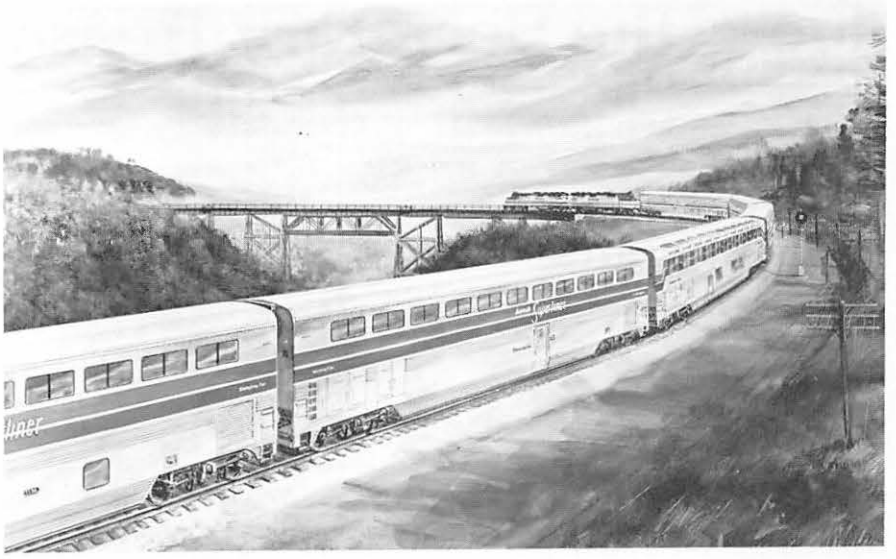
"We intend to enforce our safety laws and regulations more vigorously in the future than has been the case in recent years," FRA Administrator John M. Sullivan said. "Railroads have been allowed to drag their feet on settlement on many of the claims filed against them. This will no longer be the case," he said.

"Our primary responsibility in the FRA is to protect railroad workers and passengers on trains from unsafe conditions," he said, "and we intend to see to it that safer operating conditions are maintained."

News

nowledged rights in such a manner as best to serve their own interests." The case involved Boston shoemakers who had formed a union to bargain with their employers.

This bit of union history and the background of unionism was presented by W. D. Best, secretary-treasurer, Brotherhood of Railroad Signalmen to the Evanston Rotary Club. A member of the Mt. Prospect Rotary Club, Best said that not only do unions work for the betterment of their members wages and working conditions, but railroad unions particularly, have been instrumental in working with railroads "to obtain favorable legislation for the industry. Also, the Signalmen and other rail unions have been active in opposing subsidized competitive forms of transportation such as the exploitation of locks and dam 26 at Alton, IL, and the coal slurry pipeline proposed to bring coal from western states to the midwest," Best said.



Amtrak Calendar features Superliner

A full-color painting of an Amtrak Superliner made up of bi-level cars rolling through western mountains is featured in the Amtrak calendar for 1978. The entire calendar measures 24 inches wide by 33 inches high. The full 12 months are shown under the Superliner picture.

Cost is $3.75 (tax and postage included) and it can be ordered by mailing a check or money order to *Amtrak Calendar, c/o Western Folder, 850 West Fullerton Ave., Addison, IL 60101.*

Burlington Northern completes signal project

Installation of centralized traffic control for 221 miles of the Burlington Northern railroad between Alliance, NE and Donkey Creek, WY, has been completed at a cost of $17.9 million.

The computer-operated ctc train dispatching and control systems enables BN to safely double the number of trains operating on a single-track route, says Wayne L. Arntzen, BN vice president for the Denver region.

"This project is indicative of how a modern railroad meets the demands of the future," Arntzen said. "The completion of this stretch of centralized traffic control is an important milepost in the rebuilding of our main line from the coal fields of Wyoming to the Missouri River."

BN's division headquarters in Alliance has a $1-million control room for the ctc operation. Dispatchers use an elaborate, computer-operated board that simulates the movements of all trains on the Alliance-Donkey Creek line.

Regional meeting to be held in Atlanta in April

Brotherhood of Railroad Signalmen will hold a meeting in Atlanta, GA area on April 14-15 at the Sheraton Inn-Atlanta Airport, 1325 Valley Ave., East Point. It is at I-85 South at the Valley Avenue Exit. The first day of the meeting, Friday April 14, will be devoted to a training session for local chairmen. On Saturday, the regular regional meeting will be held.

From the Secretary-Treasurer's Office

Eligibility requirements reported by W. D. Best

The federal Railroad Retirement Act provides retirement, disability and supplemental annuities for railroad workers. Benefits are also provided for spouses of railroaders and survivors of deceased railroad workers.

The following questions and answers describe the eligibility requirements for employee annuities paid under the Act, by the U.S. Railroad Retirement Board, and the steps an employee should take when he or she is ready to retire.

(1) At what age can a railroad employee receive a retirement annuity?

Once an employee has completed 10 years (120 months) of railroad service, the basic service requirement for a regular annuity, he or she can receive an annuity at age 65 or an annuity reduced up to 20 percent for early retirement at ages 62-64. Employees retiring after June 1974 with 30 years of service can receive an annuity at age 60 without any reduction for early retirement.

(2) What are the requirements for railroad retirement employee disability annuities?

There are two different types of disability annuities for railroad employees. The first is an annuity which is based on disability for all employment and is payable at any age under 65 to employees with at least 10 years of railroad service. The second is an annuity based on disability for the employee's regular occupation (occupational disability) and is payable at any age if the employee has at least 20 years of railroad service, or, at ages 60-64 if the employee has 10 or more years of service. The employee must also have a "current connection with the railroad industry" (see question 6) in order to qualify for an annuity based on occupational disability.

(3) How do the standards for total and occupational disability differ?

An employee is considered to be totally disabled if medical evidence shows that he has a permanent physical or mental condition which prevents him from performing any regular work.

An employee is considered to be occupationally disabled if his physical or mental condition is such that he is permanently disabled for work in his regular occupation even though he may be able to perform other kinds of work. A condition is considered to be permanent if it has lasted or may be expected to last for at least 12 months.

(4) Are employee disability annuities reduced because the annuitant has not reached retirement age?

No. They are not reduced for age.

(5) What are the requirements for supplemental annuities?

In order to receive a supplemental annuity, an employee must have at least 25 years (294 months) of creditable railroad service and a "current connection with the railroad industry" on his or her regular annuity beginning date. Also, his regular annuity must have been awarded after June 30, 1966, and he must permanently discontinue all railroad work by his closing date, which is generally the last day of the month following the month he attains age 65.

An employee with 30 years of service whose regular railroad retirement annuity begins after June 30, 1974, can receive a supplemental annuity as early as age 60. Employees who retired before July 1, 1974, and those with 25 to 29 years of railroad service must be age 65 in order to receive a supplemental annuity.

For United States residents only:

Allow 6 weeks for change to take effect.

Moving? Let us know!

Please send your new address to:
Brotherhood of Railroad Signalmen,
601 W. Golf Rd., Mt. Prospect, IL 60056

Name _____

Street or Box No. _____ **Apt. No.** _____

City _____ **State** _____ **Zip** _____

Lodge No. _____ **Certificate No.** _____

Does your new Spring outfit have a union label?

If union families don't look for it, who will?

International Ladies' Garment Workers' Union.
Union Label Department, 22 W. 38th Street, New York, New York 10018

(6) How does a railroad worker meet the "current connection with the railroad industry" requirement for supplemental annuities and occupational disability annuities?

In general terms, an employee has a current connection if he has at least 12 months of railroad employment during the last 2-½ working years before retirement. If an employee does not qualify on this basis, an earlier 2-½ year period with 12 months of railroad service may be used, but only if the employee did not have a regular nonrailroad job following the earlier period, as such nonrailroad earnings would break the earlier current connection.

However, self-employment (working in an individual's own unincorporated business) will not break a current connection. Also working for certain U.S. Government agencies (Department of Transportation, Interstate Commerce Commission, National Mediation Board, Railroad Retirement Board) does not break a current connection.

(7) I am thinking of retiring soon. Can I get an estimate of my railroad retirement annuity?

Yes. You should visit the nearest district office of the U.S. Railroad Retirement Board. There, a Board representative can prepare an annuity estimate for you, verify your legal age, and explain your benefit rights and obligations. Later, when you have actually retired, a Board representative will help you complete an application for your annuity.

If you cannot visit a district office personally or if there is not a Board office near your home, call or write the closest office for information and assistance. Check with your local Post Office for its location.

(8) What steps should I take when I'm ready to actually retire?

When you are ready to actually retire, you must leave your railroad job and any nonrailroad job you have. However, if you are self-employed in your own unincorporated business, you need not give up that work. You may also continue to serve as an elected public official.

You must relinquish your rights to return to railroad service and relinquish any other employment rights unless you are under retirement age and applying for a disability annuity. You must also file a retirement application with the Board.

(9) When is the best time to file my annuity application?

The best time to file for your annuity is immediately after you stop working, but not before that time. If you file for your annuity before you stop working, this can delay the payment of benefits to you, since you would have to file an additional statement later, verifying that you had stopped working and had relinquished your rights to return to work.

Railroad retirement taxes increase

The amount of compensation subject to railroad retirment taxes will increase from $1,375 a month in 1977 to $1,475 in 1978 and the tax rate for employees will increase from 5.85% to 6.05% and for employers from 15.35% to 15.55%. The new base and rates for 1978 scheduled under previous law were not changed by recent social security legislation.

Regular railroad retirement taxes are geared to the social security tax rate and tax base. Therefore, the recent social security legislation which scheduled increases for years 1979 and later will similarly impact the railroad retirement system. However, employees and employers will be affected somewhat differently.

More specifically, the regular railroad retirement tax rate on employees will increase to 6.13% for 1979 and 1980 and in further steps to 7.65% for 1990 and later. At the same time, the amount of monthly earnings on which an employee pays taxes will rise from $1,375 in 1977 to $1,475 in 1978, $1,908 in 1979, $2,158 in 1980 and $2,475 in 1981.

Railroad employers pay a 9.5% differential to finance the second tier of railroad benefits, as well as the same rates paid by employees for the first tier of benefits, but the differential will apply only to the earnings subject to the maximums under previous law. In other words, employers will pay the same tax rates as employees on earnings up to the maximums under the new law and an additional 9.5% of railroad earnings limited to the maximums scheduled under the law prior to the recent change. Railroad retirement supplemental annuity taxes and railroad unemployment insurance taxes are not affected by the social security legislation.

Railroad retirees can have checks deposited in banks

Beneficiaries can have their railroad retirement annuity checks deposited directly into their savings or checking accounts. This eliminates any worry about losing a check or having it stolen from the mailbox. Checks are deposited automatically and safely even if the beneficiary is out of town. Participation in the Direct Deposit Program is easy and without cost.

If you're interested, take the next railroad retirement check that you receive to your bank, savings and loan association or other financial organization and complete form SF 1199A. Some 70,000 banks, savings and loan associations and other financial organizations participate in the Direct Deposit Program, which also covers social security and civil service payments.

Direct deposit begins about two months after you sign up. Be sure to keep the U.S. Railroad Retirement Board informed of your current home address. While your railroad retirement checks will be deposited automatically, other letters from the Board will still be sent to your home.

Some unemployment benefits end

Because of the recent improvement in national employment, extended unemployment benefits to

A Message from James E. Hatfield,
President, Glass Bottle Blowers Ass'n. AFL-CIO

Resource Recovery Can Help Save Energy and Raw Materials...and Jobs

All of us, union members, business people, environmentalists, want to clean up the environment. We want to cut down on the growing piles of garbage which must be disposed of daily — over 50% of it paper and food waste.

However, we want to do it in an intelligent way which benefits the entire economy and does not needlessly destroy jobs. Some legislators have advocated forced deposits on beverage containers under the mistaken idea that it will solve the problem. Nothing is further from the truth.

Beverage bottles and cans comprise less than 10% of total refuse. Even if we were able to make all such containers returnable, it would hardly make a dent in the total garbage which must be carted to the dumps.

Under forced deposit laws, it costs money to store returnable bottles, and it takes trucks and gas to haul them back to the bottler. The caustic soda used in washing adds to our water pollution. In addition, the customer often throws away the heavier, more expensive returnable container. Such legislation destroys the jobs of thousands of skilled union members, replacing some of them with poorly paid bottle sorters.

There is a way to cut costs of disposal and to save valuable natural resources we are now throwing away. We can recycle all the garbage we produce each day. This means building resource recovery facilities such as are now operating effectively in many cities here and abroad.

On a long range basis, it makes sense to recycle all garbage, recover the glass, steel and aluminum from beverage food containers, and burn the balance of paper and other wastes to generate steam and electrical energy, thus saving hundreds of millions of barrels of oil. In the process, such resource recovery plants will provide thousands of much needed jobs. Such a source will benefit all of us — now and in the years to come.

FORCED DEPOSITS ON BOTTLES COSTS JOBS
RESOURCE RECYCLING CREATES JOBS!

GLASS BOTTLE BLOWERS ASSOCIATION

AFL-CIO

JAMES E. HATFIELD, International President WILLIAM J. MacLUSKIE, Int'l Secretary-Treasurer

railroad employees with less than 10 years of railroad service cannot begin after January 27, 1978, at least until insured unemployment either nationally or in the railroad industry again rises to 4.5%. Employees with less than 10 years of service who are currently receiving extended unemployment benefits may continue to receive them for the remainder of their 13-week extended benefit periods. Employees with 10 or more years of service are not affected by current developments and can receive extended benefits regardless of whether or not there is a period of high unemployment.

Extended unemployment benefits to employees with less than 10 years of service are provided under the Railroad Unemployment Insurance Act only during certain periods of high unemployment in either the rail industry or the national economy. For this purpose a period of high unemployment ends January 27, 1978, because the national insured unemployment rate dropped below 4.5%, the minimum figure for a period of high unemployment. The unemployment rate in the rail industry had already fallen below the minimum trigger rate some months earlier.

Stress can be reduced

By **Marion Wells**
Research Director
American Physical Fitness
Research Institute

What do moving, retirement, loss of a loved one or change of financial status have in common? All come under the heading of "significant life changes." All are adjustments frequently faced in our later years. They can follow on each other's heels with surprising speed.

Attention has lately been drawn to research indicating that when several adjustments come within a short period, our risks of a major illness can go up too. But you may have more control than you realize over how well you handle stress and how much stress you have to handle.

Psychologist James Dobson has said that *human beings ". . . tolerate stresses and pressure much more easily if at least one other person knows they are enduring it."* Reaching out to others now may uphold you during a time of future personal loss. It's been noted that the impact of such age-linked losses as retirement, widowhood or a loss of social roles can be softened considerably if a person has a confidant or close personal relationship.

Wise timing can make some life changes less stressful. For example, moving means adjusting to new physical surroundings and social relationships. If you're thinking of making a change, DON'T KEEP PUTTING IF OFF. Do it sooner rather than waiting for a time of crisis or poor health.

Good physical health can put you in better shape to stand up under stress. Internal tensions tend to build up if a person has no physical outlet. In contrast, such moderate physical activity as the equivalent of a brisk daily fifteen minute walk has been found to promote relaxation.

Dr. Herbert A. deVries of the University of Southern California reported that "In the last ten years, we have conducted five different studies on young, middle-aged, and older men and women in which appropriate exercise has been shown to improve the ability to relax both immediately and over a sustained period."

DeVries says the relaxing effects of physical activity may be particularly significant as you get older. Reaction time and movement tend to slow with age, increasing vulnerability as a driver or even a pedestrian. Tranquilizers may add an additional slowing effect.

What you eat can also help you stand up under stresses eating you. For example, researchers at the Missouri Institute of Psychiatry found a significant reduction of "excitability" when geriatric patients were given supplemental C and B complex vitamins. "These patients, all of whom were on tranquilizers, calmed down only after the multiple-vitamin supplement was added to their treatment program."

Select a balanced daily diet containing adequate amounts of ALL essential nutrients, including foods rich in the B complex and C vitamins, which are considered anti-stress factors.

Of course, COMPLETE absence of stress would make life deadly dull, but why not keep it within "healthy" limits?

THE MOTOR CAR

I had a faithful railroad friend,
That I called Pal O' Mine,
It makes no difference where I go,
It's equal I'll never find.
From early hours, 'till almost night,
It was often by my side,
As to and from my work I went
And daily took a ride.

This Pal was surely a dear friend,
It never once complained,
When called to work on sunny days
Or even when it rained.
It surely always did its part,
It made my burdens light;
That's why, I gave it special care
And always used it right.

I soon discovered its worthiness,
When there were icy rails;
And was compelled to walk and work
Along the steel trails.
How hard it was to accomplish then,
The work I had to do;
And soon noticed as time went on,
The miles seemed longer too.

Now, I protected my railroad Pal,
From harm I kept it free;
It always extended a helping hand,
Has been so good to me.
And now, in my retirement years,
While traveling near or far;
Was hard to find a better friend,
Then that PAL O' MINE, the motor car.

By Gustave Telschow, retired signal maintainer, Chicago & North Western, and member of Madison Lodge 39.

News About Members

Santa Fe signal maintainer joins Wise Owl Club

R. D. Huffman, signal maintainer for the Santa Fe at Dodge City, KS, was recently presented with a membership certificate in the Wise Owl Club because his eyesight was saved by his wearing safety glasses. Huffman was filling a battery with water when the acid erupted, spraying him on the left side of his face, arms and shoulder. The safety glasses with side shields which he was wearing, prevented the caustic acid from entering directly into his eye, thereby averting a serious injury.

Robert Forsythe (left) local chairman, presents BofRS certificates of congratulations to former Reading trainees who successfully completed the railroad's signal training program. Scot Klick (second from left) signal maintainer and George Shellick, signal foreman, receive certificates. At the Reading Lodge 26 meeting 30 certificates were handed out. General Chairman William P. Galvey (right) congratulated the graduates on their fine achievement.

NORFOLK & WESTERN: **Wilbur M. Sharp,** signal maintainer of Mexico, MO and a member of Wabash Lodge 55, has retired. **Robert E. Sindlinger** of Norwalk, OH and a member of Wheeling Lodge 197, has retired. **W. C. Craighead,** signal maintainer of Glade Springs, VA and **C. H. Poff** of Buena Vista, VA have retired. Brothers Craighead and Poff are members of Goodwin Lodge 77.

Central Vermont signal maintainers James F. Reynolds (left) and Edward H. Patnode make repairs to a switch heater in Italy Yard at St. Albans, VT.

Upon his retirement, H. E. Bennett, signal maintainer at Wagoner, OK on the Missouri Pacific was honored by his colleagues and the railroad. Shown here is signal gang 1171, that is headquartered at Wagoner, OK. Front row (left to right) are: O. L. Green, signal supervisor; R. G. Millsap, signalman, gang 1171; and C. W. Conley who bid in for Bennett's signal maintenance position at Wagoner. Back row (left to right) are: H. E. Bennett (retired signal maintainer); James Wiekes, assistant signalman; J. L. Clark, signalman; R. J. Popp, signalman; B. W. Conley, assistant signalman gang 1171; C. T. Manchester, signal foreman, Wagoner; and H. L. Whitfield, signal maintainer and local chairman. Brother Bennett and Whitfield and members of the signal gang are members of Missouri Lodge 72.

Chesapeake & Ohio-Grand Trunk Western general committee and trustees hold a meeting. Shown here (left to right) are: Charles S. Chandler, BofRS vice president; Robert C. Buck, vice general chairman, GTW; Robert L. Dankert, vice general chairman, Pere Marquette District, C&O; James H. Butler, vice general chairman, Chesapeake District, C&O, and general secretary; Harvey H. Parker, general chairman; Russell G. Hagley, local chairman Hocking Lodge 216 and trustee; and J. M. Huff, trustee.

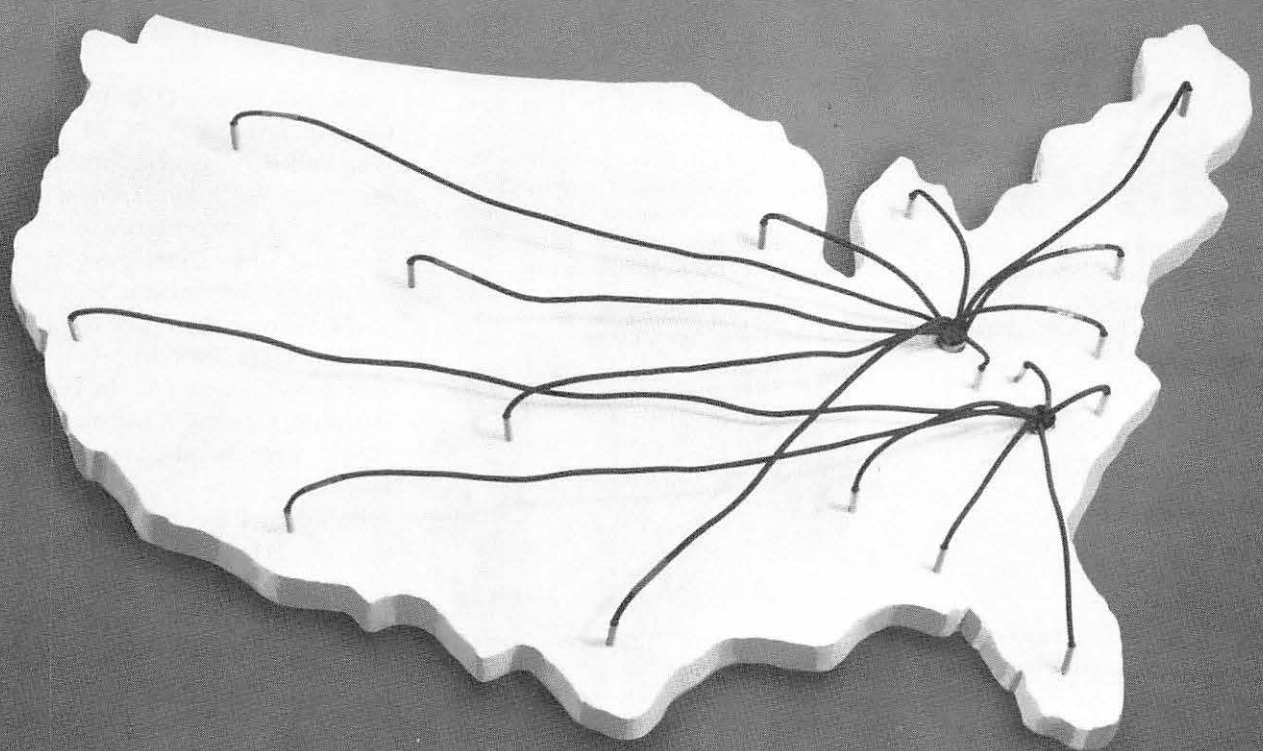
Retired members of Lincoln Lodge 119 enjoy getting together and reminiscing about the past. Shown here are (left to right): M. W. Sheperd, retired in the summer of 1972, and was a local chairman and trustee; G. I. Pierce, former secretary, retired in the summer of 1964; L. J. Strommer, retired July 31, 1977, former local chairman and chief signalman; J. D. Richards, who died February 4, 1978, was former chief signalman and CB&Q general chairman, and retired in 1972; and P. G. Kahler, Jr., who retired at the end of 1971.

Otto Wassmer (left) signal maintainer at Joliet, IL for Elgin, Joliet & Eastern, receives 35-year service pin from Jerry A. Harvey, manager signals, communications & electrical facilities. Sheridan Vale (right) signal maintainer at Gary, IN received a 25-year service pin. Brothers Wassmer and Vale are members of Joliet Lodge 97.

Some signalmen on the Maine Central got the royal treatment when receiving their hard hats. Shown here (left to right) are James Born, chief engineer; Raymond Sawyer, signal foreman; Stephen King, signalman; and Philip Lentz, superintendent signals & communications. Brother Sawyer and King are members of Lodge 115. (Picture courtesy of Maine Central Messenger).

LOUISVILLE & NASHVILLE: **J. A. Darby** of Evergreen, AL and a member of Lodge 137, has retired. **Roy B. Ballard,** signal maintainer at Knoxville, TN and **Charles E. Lennon,** signal maintainer at Williamsburg, KY, have retired. Brothers Ballard and Lennon are members of Corbin Lodge 158. **William G. Cassidy,** lead signalman at Nashville, TN and a member of Latonia Lodge 176, has retired. **James L. Fain,** signal maintainer at Marietta, GA and a member of Risedon Lodge 208, has retired.

Say HELLO to a big operator.



Buckeye Telephone & Supply Company is the prime source for everything from Tools and Telephone Poles to Key Systems and EPABX's for clients large and small all across the United States. We handle the telecommunication industry's major manufacturers. Our experience with a number of systems and solutions gives us the kind of overview that allows for a perfect match between the system and the situation.

Buckeye Telephone & Supply Company can plug you into the proper equipment, offer installation, maintenance and training assistance and provide equipment and services for any telecommunications supply problems, bar none.

BUCKEYE
TELEPHONE & SUPPLY CO.
1250 Kinnear Road · Columbus, Ohio 43221
(614) 488-0655

"MORE THAN JUST A SOURCE"

Officers of Jesse Clark Lodge 41 sworn in are shown here (left to right): J. W. Caruso, recording & financial secretary; H. L. Bierbaum, local vice president; E. C. Jones, member of the grievance committee; H. Sams, trustee; and W. M. Willenberg, sergeant-at-arms.

Shown here (left to right) are: D. Froman, grievance committee member; D. L. Price, trustee; R. L. Green, sergeant-at-arms; and O. L. Harbour, local chairman.

ConRail Lodge 41 installs officers

Newly formed Jesse Clark Lodge 41 met on October 22, 1977 in Terre Haute, IN to install newly elected officers and give the obligation to 11 new members. The meeting also provided the occasion for Willis Abner, assistant general chairman, Penn Central General System Committee to see the fruits of his many months of activity to form this local. "Through the untiring efforts of Willis Abner, locals 142 and 15 west of Indianapolis, IN were combined into one local called No. 41," reports J.W. Caruso, recording and financial secretary. At an earlier meeting on September 24, 1977, officers were elected, as follows:

O. L. Harbour, local chairman; J. W. Caruso, recording and financial secretary; J. E. Davis, local president; H. L. Bierbaum, local vice president, Grievance Committee members — F. D. Pollard, D. L. Froman, W. D. Davenport, and E. C. Jones; Trustees — D. L. Price, H. L. Goen and H. Sams; W. M. Willenborg and R. L. Green, sergeants-at-arms; and W. D. Krotz, chaplain.

New members were given the obligation by President R. Thomas Bates. Those receiving the obligation included: Dan Caldwell, Rick Johnson, Mike Links, Martin Bridgewater, Mark Cheeseman, Charles Dickerson, Mitch Hibschman, Jeff Adams, Tim Hibschman, Steve Hurt and Robert L. Green.

R. T. Bates, BofRS president, awarded 25-year membership pins to Brothers Jim Austin, Joe Caruso, Don Froman and Harold Sams.

C. C. Cohen (center) and O. L. Harbour (right) received 30-year membership pins from President R. T. Bates.

President Emeritus Jesse Clark receives a desk plaque and pen holder from R. T. Bates on behalf of Local Chairman O. L. Harbour and the members of former Terre Haute Lodge 142.

At the October meeting, President Emeritus Jesse Clark gave the obligation to those present. In addition to 34 members of Local 41, and Brother Clark, President R. T. Bates, Secretary-Treasurer W. D. Best, and Assistant General Chairman Willis Abner were in attendance at this meeting.

President Bates gave the obligation to 11 new members, awarded 25 and 30 year membership pins, as well as presented the new local charter to Brother Clark, who then handed the charter to Recording & Financial Secretary J. W. Caruso.

Brother Caruso reported that Brother Clark still pays union dues into the local as he has done for 51 years to predecessor locals.

Clark dedicates bell to BofRS headquarters

President Emeritus Jesse Clark dedicated a Santa Fe locomotive bell to the Brotherhood of Railroad Signalmen as a lasting tribute. The bell, now in the lobby of the headquarters building at 601 West Golf Road in Mt. Prospect, IL was to have been dedicated at ceremonies on December 16, 1977 with Brotherhood officers, and Clark making the presentation. However snow and icy

Plaque below the bell reads as follows: "Dedicated to Brotherhood of Railroad Signalmen as a lasting tribute by Jesse Clark, President Emeritus, December 16, 1977."

roads in Indiana prevented Brother Clark from coming from his home at Terre Haute, IN for the ceremony. He did, however, send us the text of his remarks that he would have made if he had been able to be present. They are printed herewith:

"Good morning and greetings to my fellow workers and helpers who have made this presentation possible.

W. D. Best (left) secretary-treasurer and R. T. Bates (right) president, thank President Emeritus Jesse Clark for his donation of a Santa Fe locomotive bell to the International Headquarters office building in Mt. Prospect, IL.

"I was delighted to accept the invitation to be with you here today to pay my respects to the officers of our Brotherhood, to renew old acquaintances, to thank them for their past cooperation and assistance to me as their leader which made it possible for me to be here as a "Has-Been" and in the capacity of President Emeritus.

"Cooperation and service are the key words in our Brotherhood as we go about our task of serving our membership and dedication to mankind, and we extend thanks to all of those who have cooperated in these endeavors, and certainly we are not taking personal credit for any of these accomplishments.

"In making this presentation we want it distinctly understood that it is not a personal gift or grant from me, but it is from our entire membership to help adorn and beautify this magnificent edifice.

"We trust this beautiful building with today's addition will remain in posterity for many, many years; that future ages may realize what has been accomplished.

"These, coupled with the many gains in wages and working conditions, together with many other benefits gained through organized labor, should make us all proud to be members of the Brotherhood of Railroad Signalmen.

"These structures and the enclosures should be dedicated and dubbed as monuments of determination and firmness proving that their creator had the fortitude of self-denial and will to carry on for the betterment of our membership and society in general.

"Without such action and determination such gains could not have been attained and with its continuance there are bright prospects for the future of our craft in this great industry where we are privileged to serve."

DENVER & RIO GRAND WESTERN: **Wayne J. Rhodus,** a resident of Commerce City, CO and a member of Lodge 24, has retired.

Obituaries

In November 1977, Brother John D. Richards (center), retired general chairman of the former Chicago, Burlington & Quincy, was presented with a BofRS 45-year membership pin and a certificate congratulating him on his continuous membership dating back to November 24, 1925. Making the presentation were W. A. Class, Jr., (left) general chairman, Burlington Northern, and W. W. Lauer (right) grand lodge representative. The certificate also thanks Brother Richards for his exemplary service to the Brotherhood and the CB&Q membership.

John D. Richards, retired signal inspector for the Burlington Northern at Lincoln, NE, died February 4, 1978. Brother Richards began his signal career on the former Chicago, Burlington & Quincy. He was very active in the Brotherhood of Railroad Signalmen. He had served as local chairman of Lincoln Lodge 119. Also, he was elected general chairman of the CB&Q and served from January 1, 1952 until January 1, 1966. He retired in November 1972 after having completed 47 years of service. He is survived by this wife Peg and two sons. The members of Lodge 119 extend sincere sympathy to Brother Richards' family.

Orville Pritchett, retired signal maintainer for the former Chicago & Eastern Illinois, died recently. Brother Pritchett, a member of Lodge 174, completed 33 years of service when he retired in July 1960.

Arthur McDonough, 59, a signalman for the Boston & Maine died recently. Brother McDonough lived in North Andover, MA. He was a member of Bay State Lodge 120.

News from Canada

Labour Minister asked to intervene in rail bargaining

The Associated Railway Unions (ARU) today asked Labour Minister John Munro to intervene in their current round of bargaining with CN, CP and 11 smaller railway companies.

The request followed a breakdown in talks, sparked by the companies' refusal to offer any significant improvements in fringe benefits and no improvements for pensioners in a one-year agreement.

The talks began last October to renew contracts covering 100,000 railway employees across Canada. The old contracts expired Dec. 31.

Union proposals in the current round call for improvements in wages, job security, contracting out and various other provisions, including pensions for employees already retired.

Improvements in benefits for railway pensioners were called for by a federal commission of inquiry last year and are not subject to Anti-Inflation Board guidelines as are railway wage increases.

ARU Chairman Ray Peer told Munro in a telegram that government intervention was necessary to break a stalemate created by "the companies' unwillingness to negotiate in good faith."

"We have made no significant progress to date towards a one-year settlement based on the joint issues we raised in our notice of Oct. 1." Peer said.

Unions reach settlement with the railways

As this issue of *The Signalman's Journal* goes to press, we have received word from Vice President John E. Platt, that the Associated Railway Unions have reached a settlement with the Canadian railways for a one year contract (1978). The settlement still has to be ratified by the membership. Details will be in the next issue.

Regional meeting to be held in Edmonton in May

Brotherhood of Railroad Signalmen is planning to hold a regional meeting at Edmonton, Alberta on Saturday May 13, 1978. Although details are not available at press time, a program similar to that held in Toronto, Ontario on March 12, 1977 is planned. Canadian members are urged to mark their calendars and plan to attend the May 13, 1978 meeting in Edmonton. The meeting will be held at the Hotel Macdonald at 10065 100th Street.

CANADIAN NATIONAL: **Raymond W. Kearney** of Verdun, Que. and **P. Andre Monat** of Montreal, have retired. Brothers Kearney and Monat are members of young Pioneers Lodge 118. **J. B. Haid** of Kenora, Ont. and a member of Central Lodge 124, has retired.

CP RAIL: **George R. McCormack** of Sidney, BC and a member of Cariboo Lodge 192, has retired.

Claude M. Vel, membre de Young Pioneers 118 Canadian National decede à l'age de 51 ans. Il a commence en 1954 et a travaille plusieurs endroits. Son dernier poste etait comme signaleur à la Sarre, Quebec.

TORONTO, HAMILTON & BUFFALO: **John R. Ragsdale,** engineer communications & signals, has retired. Ragsdale began his signal a career on the former New York Central Big Four in 1937 as a signal helper. He worked for NYC in various signal capacities until 1955, when he joined TH&B. During his NYC days, Ragsdale was a member of BofRS Givan Lodge 15 and Lodge 212.

For Canadian residents only:

Allow 6 weeks for change to take effect.

Moving? Let us know!

Please send your new address to:

Brotherhood of Railroad Signalmen, 1396 St. Catherine St. W., Suite 323, Montreal, Que. H3G 1P9

Name _____

Street or Box No. _____ **Apt. No.** _____

City _____ **Province** _____ **Zip** _____

Lodge No. _____ **Certificate No.** _____

Commons on Via Rail

DEPARTMENT OF TRANSPORT
Surface Transportation Program
Vote 46a—Surface Transportation—Payments to Via Rail Canada Inc.—$5,800,000
Vote L56a—To authorize—(a) the Minister to purchase—$100,000

The Chairman: At this time I would like to invite Mr. Frank Roberts, President and Chief Executive Officer, to join me at the table, please. I would ask Mr. Roberts whether he would like to introduce the officials who are with him this evening, please, and then I understand that Mr. Roberts also has a short presentation he would like to make to the Committee. Mr. Roberts.

Mr. J. F. Roberts (President and Chief Executive Officer, VIA Rail Canada Inc.): Thank you very much, Mr. Chairman.

This evening I have with me two key senior officers of VIA, Messrs. Réjean Bechamp, to my immediate right, who is Vice-President, Development and Planning, and Victor Croft, who is Vice-President, Finance and Administration.

I would like to thank you, Mr. Chairman and the members of the Committee for the opportunity to discuss with you matters pertaining to VIA Rail Canada Inc. With your permission, I would like to review briefly what has been happening at VIA this last few months.

You will recall that in March 1977, through Appropriation Act No. 1 1977, the formation of VIA Rail Canada Inc. was approved by Parliament for the express purpose of revitalizing the rail passenger business and reducing the financial burden of the government resulting from these services.

While established as a wholly-owned subsidiary of Canadian National, VIA was nevertheless not to be comprised in the accounts of CN and was to operate at arms length from CN.

The Appropriation Act empowered the Minister of Transport to enter into contracts with VIA and in turn VIA would contract with the railways for the provision of certain services. The over-all management entity was thus VIA acting in accordance with government policy and contract, of course subjected to the regulatory authority of the CTC.

It is envisioned at the present time that the railways will, under contract, operate the trains and maintain track and equipment. VIA will be responsible for all management functions, including the marketing of the passenger services and the performance of on-board services and passenger station duties. The powers of VIA are, of course, those of a railway and the corporation could at any time assume additional responsibilities.

The overall VIA concept has received concurrence of both CN and CP as expressed in a Memorandum of Understanding signed by the Minister of Transport, VIA, CN and CP on July 19.

Since June 1, 1977, VIA has been gearing itself to be in position to take over the management of the rail passenger services of CN and CP on April 1, 1978. This take-over of responsibility has been the subject of an agreement with CN and CP. The major aspects of this agreement call for: —VIA assuming overall marketing responsibility on June 1, 1977.—VIA assuming all responsibilities for both rationalized and non-rationalized services by April 1, 1978.—VIA assuming definitive responsibility by April 1979 for all services.

. In the period covering April 1978 to April 1979, VIA will be managing all rail passenger services not declared rationalized on behalf of the railways and at their costs, the railways still being responsible for submitting losses to the C.T.C. to recover 80% under the Railway Act. As a service is declared rationalized by C.T.C. order (as, for example, the Western Transcontinental service) and implemented, VIA will commence to operate it under contract with the Government. On April 1st, 1979, all services will be brought under Government contract. These contracts will provide for payments to VIA sufficient to offset the losses incurred in providing service but also providing for incentive payments designed to stimulate VIA management to achieve greater efficiency and better service. In a similar manner, the contracts between VIA and the railways will contain incentive (and penalty) clauses designed to encourage the railways to operate trains more efficiently. Design of these contracts is presently in progress.

VIA has, since its inception, aggressively tackled its organizational problems. The basic general management has been put in place and the staffing at the lower echelons is taking place at the present time. The corporation's headquarters office space was provided in July 1977 and its management systems are being designed and implemented. Regional staffs will be formed beginning in January 1978. The marketing responsibilities are already exercised by VIA. All of these activities are geared toward the assumption of operating and management responsibilities by April 1, 1978.

The cost of this is covered by an Interim Management Contract between VIA and the government, in which are stipulated the specific tasks to be accomplished by VIA by March 31, 1978. This contract has been approved by Treasury Board and the anticipated $5.8 million costs thereof are contained in the Supplementary Estimates. It should perhaps be pointed out that these are not all additional costs to the passenger service. The largest portion represents costs which will no longer be incurred by the railways and, therefore, will cause reductions in their claims submitted to the CTC for subsidies.

The VIA concept of course relies heavily on the very positive support of both CN and CP in the planning and provision of the rail passenger service. Some problems have however cropped up which indicate that VIA cannot continue to operate as a subsidiary of CN, and this relationship should be terminated. The item contained in Vote 156a now recommends that the Minister

of Transport purchases all issued shares of VIA to make it a totally separate Crown corporation without the intermediary of another Crown corporation.

The initial status of VIA as a subsidiary of CN was thought to be sufficient to ensure equality of treatment to both CN and CP as well as ensuring that the people of Canada were being treated properly. The mechanism envisaged to achieve this included the approval by the Minister of all VIA-railway contracts as well as shareholders agreements that would guarantee the independence of VIA with regard to CN and CP.

In actual fact, the mechanisms once in place had the effect of depiving CN of most if not all the responsibilities of their Board over VIA. In addition, there was considerable difficulty in obtaining consensus on the content of any shareholders agreement.

It has been found desirable from a commercial point of view that VIA should be totally separated from CN. There are a number of reasons but perhaps the most obvious is the clear conflict of interest when VIA comes to contract with the railways for the provision of services. Clearly, VIA must be in position to negotiate aggressively with railways and this would place VIA, as a subsidiary of CN, in a somewhat difficult position when dealing with CN.

Much remains to be done and many of the activities, not the least of which are labour negotiations, have to be overcome before VIA can begin to manage rail passenger services. At the same time, much has been accomplished, so we confidently expect to meet our target dates. The progress that has been done to date indicates that VIA will, with the cooperation of all concerned, be able to accomplish the objective—better service at less cost.

DEPARTMENT OF TRANSPORT

A—Department—Surface Transportation Program

Vote 46a—Surface Transportation—Payments to VIA Rail Canada Inc.—$5,800,000

Vote 50a—Surface Transportation—The grant listed in the Estimates and contributions—To authorize the transfer of $5,735,000 from Transport Vote 45, Appropriation Act No. 3, 1977, for purposes of this Vote and to provie a further amount of—$22,750,000

Vote L56a—To authorize—(a) the Minister to purchase on behalf of and to hold in trust for Her Majesty in Right of Canada all of the issued common shares of VIA Rail Canada Inc. and to pay $100,000 in consideration thereof;—$100,000

MINISTERE DES TRANSPORTS

Programme des transports de surface

Crédit 46a—Transports de surface—Paiement à VIA Rail Canada Inc.—$5,800,000

Crédit L56a—Pour autoriser—(a) le ministre à acheter—$100,000

Le président: Je vais maintenant inviter M. Frank Roberts, président-directeur général, à venir à la table. Je prie M. Roberts de bien vouloir nous présenter les personnes qui l'accompagnent ce soir, après quoi il pourra faire une courte déclaration au comité. Monsieur Roberts.

M. J. F. Roberts (président-directeur général, VIA Rail Canada Inc.): Merci beaucoup, monsieur le président.

J'ai avec moi ce soir deux vice-présidents de VIA Rail, MM. Réjean Bechamp, à ma droite, vice-président du développement et de la planification, et Victor Croft, vice-président, finances et administration.

Merci beaucoup, monsieur le président et messieurs les membres du Comité, pour l'occasion que vous me fournissez de discuter avec vous les questions touchant de près la société VIA Rail Canada Inc. Si vous le voulez bien, je ferai la rétrospective des événements qui ont marqué les quelques derniers mois.

Vous vous souviendrez qu'en mars 1977, par le biais de la Loi n° 1 de 1977 portant affectation de crédits, le Parlement a approuvé la création de VIA Rail Canada Inc., dans le but exprès de revitaliser l'industrie du transport des voyageurs par rail est d'alléger le fardeau financier assumé par le gouvernement en pourvoyant le pays de ces services.

VIA a été créée en tant que filiale à part entière de la Compagnie des Chemins de fer Nationaux du Canada, quoique ses résultats financiers ne doivent pas faire partie de ceux du Canadien Natinal et qu'elle puisse opérer à l'abri de l'influence du CN.

La Loi portant affectation de crédits a donné au ministre des Transports l'autorité de conclure des ententes contractuelles avec VIA et à cette dernière, le droit de faire appel aux entreprises ferroviaires, en tant que sous-traitants, pour la fourniture de certains services. La partie responsable est donc devenue VIA, agissant en vertu des politiques du gouvernement et des ententes contractuelles conclues avec celui-ci, et sujette à l'autorité de la CCT.

Nous envisageons pour le moment que les entreprises ferroviaires exploiteront des trains et seront responsables de l'entretien de la voie et du matériel, en vertu d'entents contractuelles appropriées. VIA sera chargée de toutes les responsabilités de direction, y compris le marketing des services voyageurs, la fourniture des services dans les trains, de même que les responsabilités des gares de voyageurs. Les pouvoirs de VIA sont naturellement ceux d'un chemin de fer et la société peut à n'importe quel moment en assumer de nouveaux.

Le concept d'ensemble de VIA a reçu l'approbation et du CN et du CP, tel que décrit dans le protocole d'entente signé par le ministre des Transports, VIA, le CN et le CP, le 19 juillet 1977.

Depuis le premier juin 1977, VIA s'est préparé en vue d'être en mesure de prendre en main la gestion des services voyageurs par rail du CN et du CP le premier avril 1978. La prise à sa charge des responsabilités fait l'objet d'une entente avec le CN et le CP. Dans ses points principaux, l'entente veut que: premièrement, VIA assume toutes les responsabilités du marketing le primier juin 1977; deuxièmement, VIA prenne en main tous les

services, rationalisés ou non, le premier avril 1978; troisièmement, VIA assume, à compter d'avril 1979, la responsabilité finale de tous les services.

Au cours de la période allant d'avril 1978 à avril 1979, VIA sera chargé de tous les services voyageurs par rail qui n'ont pas été désignés comme était rationalisés au nom des chemins de fer et à leurs frais, les entreprises ferroviaires conservant leur responsabilité de soumettre leurs pertes à la CCT afin d'en recouvrer 80 p. cent, tel que le veut la Loi sur les chemins de fer. A mesure que la CCT désigne par ordonnance un service à rationaliser, par exemple le service transcontinental ouest, et met l'ordonnance à exécution, VIA commencera à en assumer l'exploitation en vertu de son contrat avec le gouvernment. Le 1° avril 1979, tous les services seront exploités au nom du gouvernement. Cette entente avec le gouvernement prévoit que des primes seront versées à VIA et que ces dernières compenseront pleinement les pertes encourues par l'exploitation du service, de même que le paiement des primes d'incitation dont le but est de stimuler la direction de VIA à atteindre une plus grande efficacité et à pourvoir le pays de services améliorés. De la même façon aussi les ententes survenues entre VIA et les entreprises ferroviaires contiennent des clauses prévoyant le versement de primes d'incitation ou l'imposition d'amendes, dans le but d'encourager les chemins de fer à exploiter les trains d'une manière plus efficace. La conception finale de ces ententes est en cours.

VIA, depuis sa création, s'est attaquée d'une façon agressive à ces problèmes d'organisation. Le noyau essentiel de la direction générale a été mis en place et le recrutement du personnel aux échelons inférieurs est en cours. La direction générale de la Société a pris possession de ses bureaux en juillent 1977 et des programmes de *management* sont en voie de conception et d'imptantation. Le personnel des régions commencera à être mis en place en janvier 1978. VIA assume déjà toutes les responsabilités du marketing. Toutes ces activités sont conçues de façon à ce que Via assume son mandat d'exploitation et de gestion pour le 1° avril 1978.

Tous les frais sont couverts par un Contrat de gestion transitoire entre VIA et le gouvernement, dans lequel sont énumérées les tâches bien précises qu'assumera VIA d'ici au 21 mars 1978. Le contrat a été approuvé par le Conseil du trésor et les coûts prévus de $5.8 millions font partie des prévisions supplémentaires. Je me dois peut-être de rappeler qu'il ne s'agit pas ici de toutes les dépenses en sus du service des voyageurs. La plus grande partie représente des dépenses qui ne seront plus encourues par les entreprises ferroviaires, réduisant par le fait même le montant des réclamations qu'ils soumettent à la CCT afin d'obtenir leurs subsides.

Le concept de VIA s'appuie fortement—et c'est logique—sur l'assistance positive du CN et du CP, dans la planification et fourniture de services voyageurs. Certains problèmes sont cependant survenus, démontrant que VIA ne peut continuer à s'exploiter en tant que filiale du CN et qu'on devrait briser ces liens. L'item compris dans le vote 156a recommande que le ministre des Transports achète toutes les actions émises de VIA, afin de faire de cette dernière une société de la Couronne complètement à part, sans l'intervention d'une autre société de la Couronne.

Le statut original de VIA en tant que filiale du CN semblait suffire à assurer un traitement égal et au CN et au CP, en même temps qu'à garantir à la population canadienne un traitement adéquat. Le mécanisme conçu pour atteindre cet objectif prévoyait l'approbation, par le ministre, de toutes les ententes contractuelles entre VIA et les entreprises ferroviaires, et l'assentiment des actionnaires dans le but d'assurer l'indépendance de VIA vis-à-vis du CN et du CP.

En réalité, les mécanismes en place ont eu comme résultat de soutirer au CN la plupart de, sinon toutes les responsabilités de son conseil d'administration à l'endroit de VIA. De plus, nous avons eu beaucoup de difficulté à obtenir un relevé d'opinions sur les ententes touchant les actionnaires.

Nous sommes maintenant persuadés qu'il serait souhaitable, d'un point de vue strictement commercial, que VIA soit complètement indépendant du CN. Ceci, pour un nombre de raisons dont la plus claire est peut-être le conflit évident d'entérêt des services. Il est clair que VIA doit être dans une position telle qu'elle devra négocier de façon agressive avec les chemins de fer, ce qui placerait VIA, en tant que filiale du CN, dans une position très difficile lors de ses négociations avec cette dernière.

Il reste beaucoup à faire et nombre de problèmes à surmonter dont le plus complexe est probablement les négociations avec les syndicats, avant que VIA ne puisse commencer à exploiter des services voyageurs par rail. Par contre, nous avons fait beaucoup de chemin et nous prévoyons respecter nos échéanciers. La planification faite jusqu'à maintenant démontre que VIA, avec la coopération de toutes les parties intéressées, sera capable d'atteindre les buts qu'on a établis pour elle—soit principalement de donner de meilleurs services à moindre coût.

MINISTÈRE DES TRANSPORTS

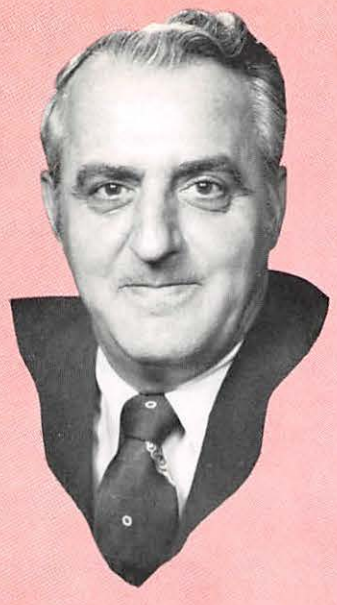
A—Ministère—Programme des transports de surface

Crédit 46a—Transport de surface—Paiements à VIA Rail Canada Inc. $5,800,000

Crédit 50a—Transport de surface—Subvention inscrite au Budget et contributions—Pour autoriser le virement au présent crédit de $5,735,000 du crédit 45 (transport) de la Loi No 3 de 1977 portant affectation de crédit, et pour prévoir un montant supplémentaire de . . . $22,750,000

Crédit L56a—Pour autoriser

(a) le ministre à acheter et à détenir en fiducie, au nom de Sa Majesté du Chef du Canada, toutes les actions ordinaires émises par VIA Rail Canada Inc., et à verser $100,000 à l'égard de celle-ci: . . . $100,000



Bates' Commentary

Our members affected by our national notices to increase wages and fringe benefits in the United States have been informed of the necessity to invoke the services of the National Mediation Board in an effort to reach agreement with the National Railway Labor Conference.

For many years prior to 1973, each time the Brotherhood of Railroad Signalmen served notice on the railroads to increase wages and fringe benefits, it was a foregone conclusion that mediation would have to be invoked, strike ballots circulated and after months of stalling by the railroads an agreement would finally be reached.

In 1973 and again in 1975 it was not necessary to go through this exercise.

We were of the opinion that the railroad industry had been convinced that good labor relations are of great value to the industry. Cooperative efforts by railroad labor and management have benefited the industry in many areas during the few years we have had amiable labor relations.

Obviously, the National Railway Labor Conference has regressed to the pre 1973 era, and the railway labor organizations will be forced to use all of the tools at their disposal if we are to receive the benefits our members so justly deserve.

Even though we had hoped that an agreement could be reached without the old stalling and adversary actions, we stand ready to take whatever steps are necessary to progress this dispute to a conclusion which will be in the best interests of our membership.

Tom Bates

Power for crossing protection? No contest.

Protection of the public at railroad highway crossings demands a reliable source of power. Incomparable McGraw-Edison nickel-cadmium batteries should be your first choice for a number of reasons.

Batteries that live to a ripe old age return your investment time and time again. Depending on application, a McGraw-Edison nickel-cadmium battery can last up to 40 years.

And our no-contest batteries beat lead-acid cells cold! Nickel-cadmium batteries are not subject to bursting from sub-zero temperatures, regardless of state of charge. Hot weather performance is also exceptional. Nickel-cadmium batteries can be exposed to a temperature of 115F without loss of expected service life.

Even if our no-contest batteries stand idle for long periods, they show remarkably little discharge. They can be stored indefinitely without permanent damage.

Low maintenance, too!

Unlike lead-acid batteries, nickel-cadmium cells require no periodic equalizing charges. With proper charging regulation, they'll only need water once every few years.

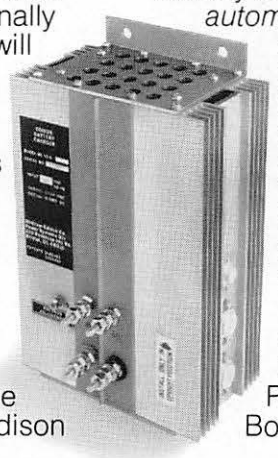
Another plus: nickel-cadmium batteries are not harmed internally by shorting or reversing. Nor will they lose capacity when reverse voltage is applied.

Compare!

Nickel-cadmium batteries are long lasting, require little maintenance and perform under the worst temperature conditions. Compare these features with those of lead-acid batteries.

Master Chargers.

The best batteries deserve the best chargers. McGraw-Edison chargers — available in nine models with outputs from 1.5 to 40 amps — literally sense the condition of the battery and load, and adjust output *automatically.* This prevents overcharge on both your battery and electric bill. Newest addition to our charger line is the remarkably easy-to-install, easy-to-adjust Model BC12-6A (pictured), for use on nominal 12 volt systems requiring 6 amp outputs.



Edison batteries and chargers are now products of McGraw-Edison Company, Power Systems Division, P.O. Box 28, Bloomfield, NJ 07003.

McGRAW-EDISON

The no-contest stand-by system.

INTRODUCING THE INCREDIBLE

LEX-C™ SIGNAL*

IT CUTS VANDALISM, MAINTENANCE AND HASSLE.

GRS announces the first polycarbonate rail/highway-crossing signal. The first signal you may never have to replace. The first signal with one lens to provide complete AAR coverage requirements. The LEX-C.

The LEX-C is made from LEXAN® resin, the tough miracle material developed by General Electric especially for high-stress, high-impact situations. It's ideal for rail/highway signal use, because you can beat it with a piece of pipe or shoot holes in it, and it won't craze or shatter. And the elements don't faze the new LEX-C, either. Hot or cold, dry or wet, the LEX-C shines through. And there's no lip for the snow to curl up on, either.

Your maintenance gets cut way down, because the LEX-C has fewer parts by far than any conventional signal. The front is one piece. The back is one piece. It couldn't be simpler. And, because the LEX-C won't corrode or rust, it never needs painting.

And hassle? You won't believe how easy your life becomes when you start using LEX-C's. They're a lot easier to install, for one thing, because they're a fraction of the weight.

The optical performance is superior to any conventional XC signal, because the LEX-C has twice the reflecting area.

Find out more about the new LEX-C signal from GRS. Write for our detailed spec sheet. Start cutting vandalism, maintenance and hassle with your next installation.

®Reg. trademark General Electric Co.

GRS
GENERAL RAILWAY SIGNAL
A UNIT OF GENERAL SIGNAL
ROCHESTER NEW YORK 14602

*Patent pending

3672